Control	**0218-05-037, ETC**
Project	**F 2026(610)**
Highway	**SH 11, ETC**
County	**CASS, ETC**

ADDENDUM ACKNOWLEDGMENT

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

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

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

ADDENDUM NO. 1 ☐

ADDENDUM NO. 2 ☐

ADDENDUM NO. 3 ☐

ADDENDUM NO. 4 ☐

ADDENDUM NO. 5 ☐

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

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Control	**0218-05-037, ETC**
Project	**F 2026(610)**
Highway	**SH 11, ETC**
County	**CASS, ETC**

PROPOSAL TO THE TEXAS TRANSPORTATION COMMISSION

2024 SPECIFICATIONS
Work Consisting of Hazard Elimination & Safety
CASS COUNTY, TEXAS , ETC

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 135 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:

FIFTY ONE THOUSAND AND 00/100 (Dollars) **($51,000.00)**

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 Obligee, in the sum of not less than two percent (2%) of the department's engineer's estimate, rounded to the nearest one thousand dollars, not to exceed one hundred thousand dollars ($100,000) as a proposal guaranty (amount displayed on the cover of the proposal), the payment of which sum will and truly be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

Control	**0218-05-037, ETC**
Project	**F 2026(610)**
Highway	**SH 11, ETC**
County	**CASS, ETC**

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

Signed this _____ Day of _____ 20 _____

By: _____
(Contractor/Principal Name)

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

*By: _____
(Surety Name)

_____
(Signature of Attorney-in-Fact)

Impressed

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

Surety Seal Only

This form may be removed from the proposal

C U T H E R E

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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 <u>complete</u> 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):

Control	**0218-05-037, ETC**
Project	**F 2026(610)**
Highway	**SH 11, ETC**
County	**CASS, ETC**

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
	104	509		REMOV CONC (SDWLK)	SY	266.400	$10.000	$2,664.00	1

Total Bid Amount $2,664.00

EXAMPLE

Signed _____
Title _____
Date _____

Additional Signature for Joint Venture:

Signed _____
Title _____
Date _____

EXAMPLE OF BID PRICES SUBMITTED BY COMPUTER PRINTOUT

EXAMPLES

BID PRICES SUBMITTED BY HAND WRITTEN FORMAT

ALT	ITEM-CODE			UNIT BID PRICE ONLY 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
				EXAMPLE: One hundred fifty DLRS and No CENTS			

Unit price for each plant in place

	249	014		FLEX BASE(DEL)(DENSCOT)(TY A GR4 CL2)	TON	56,787.00	14
				EXAMPLE: Seven DLRS and Fifty three CENTS			

Unit price for each ton of Flexible Base

	430	001	001	CL A CONC FOR EXT STR (CULV)	CY	45.000	27
				EXAMPLE: Three hundred five DLRS and No CENTS			

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
				EXAMPLE: Fourteen hundred sixteen DLRS and Thirty seven CENTS			

Unit price of each Roadway Illumination Assembly

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ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO.	DESC CODE	S.P. No.				
	100	7002		PREPARING ROW DOLLARS and CENTS	STA	381.410	1
	104	7003		REMOV CONC (MOWSTRIP) DOLLARS and CENTS	SY	2,368.000	2
	104	7006		REMOV CONC (RIPRAP) DOLLARS and CENTS	SY	165.000	3
	104	7011		REMOV CONC (DRIVEWAYS) DOLLARS and CENTS	SY	475.000	4
	132	7017		EMBANK (VEH)(OC)(TY C) DOLLARS and CENTS	CY	1,106.000	5
	150	7001		BLADING DOLLARS and CENTS	STA	51.000	6
	164	7005		BROADCAST SEED (TEMP_WARM) DOLLARS and CENTS	SY	11,619.000	7
	164	7006		BROADCAST SEED (TEMP_COOL) DOLLARS and CENTS	SY	11,619.000	8
	164	7076		BOND FBR MTRX SEED (PERM)(RURAL) (SAND) DOLLARS and CENTS	SY	47,234.000	9
	168	7001		VEGETATIVE WATERING DOLLARS and CENTS	TGL	1,130.600	10
	400	7008		CUT & RESTORE ASPH PAVING DOLLARS and CENTS	SY	272.000	11
	401	7001		FLOWABLE BACKFILL DOLLARS and CENTS	CY	5.000	12
	420	7008		CL A CONC (COLLAR) DOLLARS and CENTS	EA	17.000	13

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO.	DESC CODE	S.P. No.				
	432	7001		RIPRAP (CONC)(4 IN) DOLLARS and CENTS	CY	60.000	14
	432	7013		RIPRAP (MOW STRIP)(4 IN) DOLLARS and CENTS	CY	295.000	15
	432	7043		RIPRAP (STONE PROTECTION)(18 IN) DOLLARS and CENTS	CY	54.000	16
	432	7050		BEDDING MATERIAL (6 IN) DOLLARS and CENTS	CY	14.000	17
	451	7020		RETROFIT RAIL (TY T631) DOLLARS and CENTS	LF	148.000	18
	464	7001		RC PIPE (CL III)(12 IN) DOLLARS and CENTS	LF	6.000	19
	464	7003		RC PIPE (CL III)(18 IN) DOLLARS and CENTS	LF	2,652.000	20
	464	7005		RC PIPE (CL III)(24 IN) DOLLARS and CENTS	LF	1,051.000	21
	465	7409		INLET (COMPL)(CIP)(FG)(5FTX5FT) DOLLARS and CENTS	EA	1.000	22
	465	7410		INLET (COMPL)(CIP)(FG)(4FTX5FT) DOLLARS and CENTS	EA	3.000	23
	467	7306		SET (TY II) (18 IN) (RCP) (4: 1) (C) DOLLARS and CENTS	EA	1.000	24
	467	7308		SET (TY II) (18 IN) (RCP) (6: 1) (P) DOLLARS and CENTS	EA	190.000	25
	467	7328		SET (TY II) (24 IN) (RCP) (6: 1) (P) DOLLARS and CENTS	EA	45.000	26

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO.	DESC CODE	S.P. No.				
	480	7001		CLEAN EXIST CULVERTS DOLLARS and CENTS	EA	69.000	27
	496	7004		REMOV STR (SET) DOLLARS and CENTS	EA	4.000	28
	496	7006		REMOV STR (HEADWALL) DOLLARS and CENTS	EA	32.000	29
	496	7007		REMOV STR (PIPE) DOLLARS and CENTS	LF	2,648.000	30
	500	7001		MOBILIZATION DOLLARS and CENTS	LS	1.000	31
	502	7001		BARRICADES, SIGNS AND TRAFFIC HANDLING DOLLARS and CENTS	MO	11.000	32
	503	7002		PORTABLE CHANGEABLE MESSAGE SIGN DOLLARS and CENTS	EA	4.000	33
	505	7001		TMA (STATIONARY) DOLLARS and CENTS	DAY	135.000	34
	506	7039		TEMP SEDMT CONT FENCE (INSTALL) DOLLARS and CENTS	LF	1,705.000	35
	506	7041		TEMP SEDMT CONT FENCE (REMOVE) DOLLARS and CENTS	LF	1,705.000	36
	510	7003		ONE-WAY TRAF CONT (PORT TRAF SIG) DOLLARS and CENTS	MO	2.000	37
	530	7008		DRIVEWAYS (CONC) (TY 1) DOLLARS and CENTS	SY	543.000	38
	540	7001		MTL W-BEAM GD FEN (TIM POST) DOLLARS and CENTS	LF	3,212.500	39

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO.	DESC CODE	S.P. No.				
	540	7005		MTL BEAM GD FEN TRANS (THRIE-BEAM) DOLLARS and CENTS	EA	4.000	40
	540	7018		MTL W - BEAM GD FEN (LOW FILL CULVERT) DOLLARS and CENTS	LF	75.000	41
	540	7027		MTL BM GD FEN (LONG SPAN SYSTEM) DOLLARS and CENTS	EA	2.000	42
	542	7001		REMOVE METAL BEAM GUARD FENCE DOLLARS and CENTS	LF	3,447.000	43
	542	7004		RM MTL BM GD FENCE TRANS (THRIE-BEAM) DOLLARS and CENTS	EA	4.000	44
	544	7001		GUARDRAIL END TREATMENT (INSTALL) DOLLARS and CENTS	EA	24.000	45
	544	7003		GUARDRAIL END TREATMENT (REMOVE) DOLLARS and CENTS	EA	24.000	46
	644	7001		IN SM RD SN SUP&AM TY10BWG(1)SA(P) DOLLARS and CENTS	EA	9.000	47
	644	7004		IN SM RD SN SUP&AM TY10BWG(1)SA(T) DOLLARS and CENTS	EA	6.000	48
	644	7007		IN SM RD SN SUP&AM TY10BWG(1)SA(U) DOLLARS and CENTS	EA	6.000	49
	644	7028		IN SM RD SN SUP&AM TYS80(1)SA(T) DOLLARS and CENTS	EA	9.000	50
	644	7031		IN SM RD SN SUP&AM TYS80(1)SA(U) DOLLARS and CENTS	EA	1.000	51
	644	7057		IN SM RD SN SUP&AM TYTWT(1)WS(P) DOLLARS and CENTS	EA	70.000	52

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO.	DESC CODE	S.P. No.				
	644	7058		IN SM RD SN SUP&AM TYTWT(1)WS(T) DOLLARS and CENTS	EA	9.000	53
	644	7073		REMOVE SM RD SN SUP&AM DOLLARS and CENTS	EA	112.000	54
	658	7013		INSTL DEL ASSM (D-SW)SZ 1(BRF)CTB (BI) DOLLARS and CENTS	EA	8.000	55
	658	7019		INSTL DEL ASSM (D-SW)SZ 1(BRF)GF2(BI) DOLLARS and CENTS	EA	40.000	56
	658	7058		INSTL OM ASSM (OM-2Z)(WFLX)GND DOLLARS and CENTS	EA	37.000	57
	662	7017		WK ZN PAV MRK NON-REMOV (W)24"(SLD) DOLLARS and CENTS	LF	48.000	58
	662	7051		WK ZN PAV MRK REMOV (REFL) TY II-A-A DOLLARS and CENTS	EA	350.000	59
	662	7058		WK ZN PAV MRK REMOV (TRAF BTN) TY W DOLLARS and CENTS	LF	1,600.000	60
	666	7315		ALL-WTHER PM TY I (Y)6"(SLD)(100MIL) DOLLARS and CENTS	LF	10,000.000	61
	666	7316		ALL-WTHER PM TY I (Y)6"(BRK)(100MIL) DOLLARS and CENTS	LF	6,667.000	62
	668	7002		PRFB RUMBLE STRIP (BLK)(1') (CENTERLINE) DOLLARS and CENTS	LF	2,000.000	63
	672	7004		REFL PAV MRKR TY II-A-A DOLLARS and CENTS	EA	175.000	64
	677	7002		ELIM EXT PM & MRKS (6") DOLLARS and CENTS	LF	10,000.000	65

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO.	DESC CODE	S.P. No.				
	677	7030		ELIM EXT PM & MRKS (RUMBLE STRIP) DOLLARS and CENTS	LF	2,000.000	66

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.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure.)

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. grant For material change only: year _____ quarter _____ date of last report _____

4. **Name and Address of Reporting Entity:** Prime Subawardee Tier _____, if known: **Congressional District**, if known:	5. **If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime: **Congressional District**, if known:
6. **Federal Department/Agency:**	7. **Federal Program Name/Description:** CFDA Number, if applicable: _____
8. **Federal Action Number**, if known:	9. **Award Amount,** if known: $ _____
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

11. Amount of Payment (check all that apply): $ _____ actual planned 12. Form of Payment (check all that apply) a. cash b. in-kind; specify: nature _____ value _____	13. Type of Payment (check all that apply): a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other; specify: _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. **Continuation Sheet(s) SF-LLL-A attached:** Yes No

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____

FEDERAL USE ONLY	Authorized for Local Reproduction Standard Form - LLL

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity or this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number, the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burdon for this collection of infromation is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments reguarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burdon, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

0348-0046

CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

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Standard Form - LLL-A

CONTRACTOR'S ASSURANCE

(Subcontracts-Federal Aid Projects)

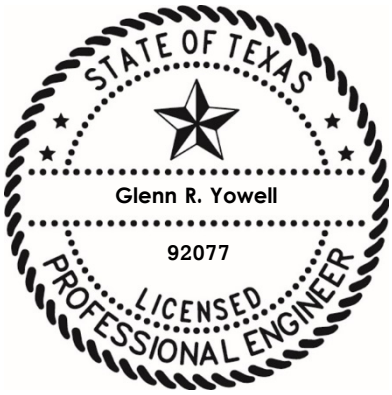
By signing this proposal, the contractor is giving assurances that each subcontract and further all lower tier subcontracts will incorporate the Standard Specification to Article 9.9, Payment Provisions for Subcontractors and will also physically attach the following:

Form FHWA 1273	Required Contract Provisions Federal-Aid Construction Contracts
Wage Rates	All Construction Projects
Special Provision 000-001	Nondiscrimination, Sections 3.1-3.6 (include materials and leases of equipment)
Special Provision 000-002	Certificate of Nondiscrimination in Employment
Special Provision 000-007	Cargo Preference Act Requirements in Federal-Aid Contracts
Special Provision 000-022	Disadvantaged Business Enterprise in Federal-Aid Contracts

ENGINEER SEAL

Control	**0218-05-037, ETC**
Project	**F 2026(610)**
Highway	**SH 11, ETC**
County	**CASS, ETC**

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:

Glenn R. Yowell P.E.

February 05, 2026

Seal Applies to CSJ(s):

All CSJs within the Contract

GENERAL NOTES:

General Requirements and Covenants:

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

Area Engineer		Assistant Area Engineer	
Wendy Starkes, P.E.	Wendy.Starkes@txdot.gov	Oscar Flores, P.E.	Oscar.Flores@txdot.gov

Questions may be submitted via the Letting Pre-Bid Q&A web page. This webpage can be accessed from the Notice to Contractors dashboard located at the following Address:

https://tableau.txdot.gov/views/ProjectInformationDashboard/NoticetoContractors?%

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

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.

ITEM 7 – Legal Relations and Responsibilities:

This project is considered a maintenance activity and is exempt from the Construction General Permit (CGP) coverage.

It is not anticipated that any erosion, sedimentation, or environmental control devices will be needed on this project. However, in the event that such controls are necessary, the SWP3 for this project shall consist of the use of any temporary erosion control measures deemed necessary by the Engineer and as provided under this item. Payment for this work will be determined in accordance with Article 4.4, “Changes in the Work”.

No significant traffic generator events.

ITEM 8 – Prosecution and Progress:

Working days will be charged in accordance with Section 8.3.1.4, “Standard Workweek”

ITEM 100 – Preparing Right of Way:

Do not burn trash, debris, etc. within the City limits without prior written city approval.

ITEM 132 – Embankment:

Test borrow sources and furnish results to the Engineer.

Remove deleterious material, organic matter, and sediment, etc., from all ponds, lakes, sloughs, channels, and existing roadway ditches prior to placement of embankment. This work will be subsidiary to this item.

ITEM 150 - Blading:

Excavate to facilitate drainage as directed. Dispose of excess material from blading activities off the right-of-way.

ITEM 164 – Seeding for Erosion Control:

Adjust the seeding mixture and rates if directed.

When the crimper method is used, use crimper immediately after spreading mulch. Apply ballast to machine to achieve an anchoring depth of 2 to 3 inches to form soil-binding mulch and to prevent loss or bunching of the mulch by wind. Anchor the machine to prevent the formation of ridges and ruts. Use coulters at least ten inches in diameter. Traverse slopes horizontally. The number of passes needed, not to exceed three, will be as directed. In areas where an anchoring machine cannot be used, the Department will require a tacking agent be used in the mulch as directed.

Use broadcast seeding for temporary erosion control, when and as directed. This will not be paid for directly but is subsidiary to the various bid items.

Use additional temporary seeding if permanent seeding is placed outside the optimum growing season shown for this item, if directed.

Finish slopes with a tracked vehicle running vertically up and down the slope.

Mow tall growing vegetation as directed, to provide optimum growing conditions for temporary or permanent seeded areas in accordance with Item 730 “Roadside Mowing” except for measurement and payment. This work will be subsidiary to pertinent bid items.

Repair mulch sod, damaged by causes other than the Contractor’s operations, as directed using mulch sod, seeding, and fertilizer. This work will be measured and paid for in accordance with the applicable bid items of the contract.

ITEM 166 - Fertilizer:

When seeding between September 1 and January 31, place one-half of the amount of fertilizer specified for seeding with the seeds and place the remainder the following spring unless otherwise directed. When seeding is placed between February 1 and August 30, place one-half the amount of fertilizer specified for seeding with the seeds and place the remainder 30 days later unless otherwise directed.

Apply fertilizer (13-13-13) at a rate of 300 lbs. /5000 sq. Yds.

ITEM 432 - Riprap:

Provide ½" expansion joint material with an area equal to the area of contact between the two concrete surfaces. The joint material will be visually inspected for approval.

ITEM 464 – Reinforced Concrete Pipe:

Backfill driveway culverts to obtain a minimum cover of 6 inches. Place backfill in accordance with section 132.3.4.1 "Ordinary Compaction" using approved equipment.

The Engineer will determine flow lines of pipes under private driveways.

ITEM 467 – Safety End Treatment:

Provide precast safety end treatments with a toewall measuring at least 12 inches. Construct toewalls for cast-in-place safety end treatments as shown in the plans.

ITEM 502 – Barricades, Signs, and Traffic Handling:

The Contractor Force Account "Safety Contingency" that has been established for this project is intended to be utilized for work zone enhancements, to improve the effectiveness of the Traffic Control Plan, that could 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.

Install temporary rumble strips in accordance with WZ(RS) wherever short duration or short-term stationary lane closures are in place and workers are present.

The Contractor's Responsible Person (CRP) will be responsible for ensuring that the signs and traffic control devices are in place and functioning properly.

The CRP will inspect and ensure any deficiencies are corrected each and every day throughout the duration of this contract. Notify the Engineer in writing of the name, address, and telephone number of this employee or these employees.

Length of lane closures will be as directed based on the demonstrated ability to prosecute the work within the closed section.

Maintenance of driveways and intersections will not be paid for directly but is subsidiary to the pertinent bid items.

Restrict the movement of equipment across traffic lanes to an absolute minimum.

Use strobe lights or rotating beacons on all motorized equipment, operating on or adjacent to the road surface.

Place and maintain U.S. mailboxes within project limits in such a manner as to ensure continuous mail service. See BC Standard for more information.

The Traffic Control Plan for this contract consists of the installation and maintenance of warning signs and or other traffic control devices shown in the plans, specification data which may be included in the general notes, applicable provisions of the Texas Manual on Uniform Traffic Control Devices (TMUTCD), traffic control plan sheets included in the plans, standard BC sheets and Item 502 of the standard specifications.

The signing arrangement and spacing shown may be varied as necessary to fit field conditions; however, any proposed changes in the traffic control plan must be approved by the Engineer prior to implementation.

All flaggers will be properly attired, orange or fluorescent type III vests and white hard hats are required. Proper flagging procedures must be demonstrated by all workers in accordance with the "Texas Manual on Uniform Traffic Control Device." A list of all qualified flaggers will be furnished by the Contractor before beginning work. This list will be updated as flaggers become qualified.

Provide flaggers at the ends of work areas and at all other points of conflict with roadway machinery and roadway traffic when and as directed.

No equipment will be left within 30 feet of the travel-way. Equipment and/or obstructions within 30 feet of the travel-way will be removed or clearly marked by warning lights and barricades, as directed.

ITEM 503 – Portable Changeable Message Sign:

Locations of the message boards will be approved by the Engineer or their representative prior to being set out. Messages will be provided by the Engineer and be paid for by the number of days used displaying messages for each.

ITEM 505 –Truck-Mounted Attenuator (TMA) and Trailer Attenuator (TA):

The shadow vehicle with truck mounted attenuator (TMA) will not be optional but will be required as shown on the appropriate traffic control plan sheets.

A total of two (2) shadow vehicles with TMA will be required for the work. The contractor will be responsible for determining if one or more of these operations will be ongoing at the same time to determine the total number of TMA's needed for the project.

ITEM 506 – Temporary Erosion, Sedimentation, and Environmental Controls:

Sprinkle water for dust control. Meet the requirements of Item 204, "Sprinkling" except for measurement and payment. Sprinkling will be considered subsidiary to this Item.

Provide the following Item(s), as directed, to be used for erosion and water pollution control measures and any additional erosion or water pollution control measure deemed necessary by the Engineer:

Temporary sediment control fence

Provide and install additional erosion or water pollution control measures deemed necessary by the Engineer as prescribed by this item and in accordance with the appropriate specification. Payment for erosion control measures for which applicable pay items are not included in the Contract shall be made in accordance with Articles 4.4, "Changes in the Work" and 9.7, "Payment for Extra Work and Force Account Method".

ITEM 540 – Metal Beam Guard Fence:

Furnish round timber posts unless otherwise shown.

Place sufficient dry batch concrete mix in holes to ensure minimum of 2-inch embedment of tubes and posts.

ITEM 644 – Small Roadside Sign Assemblies:

Type A signs will be made of flat aluminum.

Store all finished signs off the ground and in a vertical position until erected. Separate signs so that the sign face is not damaged by being stacked with other signs. Store finished sheet aluminum substrate signs in a weatherproof building.

Existing sign assemblies will be removed after the proposed sign is installed. Contractor will leave existing sign in place while proposed sign goes up. The existing sign will be removed immediately after the proposed sign is installed.

For this project, the standard triangular slip base two bolt casting will be used. This casting must be furnished from an approved manufacturer.

Erect the proposed signs an appropriate distance from adjacent signs in accordance with the Texas MUTCD, as directed and as shown on the plans.

Verify the elevation difference between the edge of the travel lane and bottom of the sign.

Do not remove existing sign assemblies until signs are ready to be installed on new mounts.

Sign assemblies associated with warning signs or stop or yield signs will require Omni - Directional Post Wrap. Retroreflective sheeting wrapped around a warning sign is yellow. Stop or Yield signs will require red sheeting. Retroreflective sheeting wrapped around a sign must be at least 12 inches. The bottom of the retroreflective sheeting will be placed two feet below the bottom of the sign. The Engineer will approve the retroreflective sheeting wrap prior to any installation. This work will not be paid for separately; but will be subsidiary to this Item.

Flat aluminum signs removed on the project will remain property of the State. The signs are to be delivered to the nearest Atlanta District Maintenance office yard, coordinate delivery with the Engineer. Mounting hardware and supports will remain property of the contractor to dispose of in accordance with federal, state and local regulations. This work will not be paid for separately but will be subsidiary to this Item.

ITEM 658 – Delineator and Object Marker Assemblies:

Install only round posts meeting the requirements of DMS-4400 or as directed.

SPECIFICATION DATA
TEST TO BE IN ACCORDANCE WITH DEPARTMENT OF TRANSPORTATION TEST METHODS

		GRADING REQUIREMENTS PERCENT RETAINED - SIEVES				SOIL CONSTANTS		
						L.L	P.I.	
ITEM	DESCRIPTION	2-1/2”	1-3/4”	No. 4	No. 40	MAX.	MAX.	MIN.
132	Embankment (Type C)					50	25	4

Control : 0218-05-037, ETC
Project : F 2026(610)
Highway : SH 11, ETC
County : CASS, ETC

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 1-9 INCL., GENERAL REQUIREMENTS AND COVENANTS

ITEM 100 PREPARING RIGHT OF WAY(103) (752)
ITEM 104 REMOVING CONCRETE
ITEM 132 EMBANKMENT(100) (110) (160) (204) (210) (216) (400)
ITEM 150 BLADING
ITEM 164 SEEDING FOR EROSION CONTROL(162) (166) (168)
ITEM 168 VEGETATIVE WATERING
ITEM 400 EXCAVATION AND BACKFILL FOR STRUCTURES(110) (132) (401) (402) (403) (416) (420) (421) (423)
ITEM 401 FLOWABLE BACKFILL(421)
ITEM 420 CONCRETE SUBSTRUCTURES(400) (404) (421) (422) (426) (427) (440) (441) (448)
ITEM 432 RIPRAP(247) (420) (421) (431) (440)
ITEM 450 RAILING(420) (421) (422) (424) (440) (441) (442) (445) (446) (448) (540)
ITEM 451 RETROFIT RAILING(421) (429) (440) (441) (442) (445) (450) (540)
ITEM 464 REINFORCED CONCRETE PIPE(400) (402) (403) (420) (421) (424) (440) (462) (465) (467) (471) (476)
ITEM 465 JUNCTION BOXES, MANHOLES, AND INLETS(400) (420) (421) (424) (440) (462) (464) (471) (476)
ITEM 467 SAFETY END TREATMENT(400) (420) (421) (432) (440) (442) (445) (460) (464)
ITEM 480 CLEANING EXISTING CULVERTS
ITEM 496 REMOVING STRUCTURES
ITEM 500 MOBILIZATION
ITEM 502 BARRICADES, SIGNS, AND TRAFFIC HANDLING(503) (505) (510)
ITEM 503 PORTABLE CHANGEABLE MESSAGE SIGN
ITEM 505 TRUCK-MOUNTED ATTENUATOR (TMA) AND TRAILER ATTENUATOR (TA)
ITEM 506 TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS (161) (432) (556)
ITEM 510 ONE-WAY TRAFFIC CONTROL
ITEM 530 INTERSECTIONS, DRIVEWAYS, AND TURNOUTS(247) (260) (275) (276) (292) (316) (330) (334) (341) (360) (421) (440)
ITEM 540 METAL BEAM GUARD FENCE(421) (441) (445) (492) (529)
ITEM 542 REMOVING METAL BEAM GUARD FENCE
ITEM 544 GUARDRAIL END TREATMENTS
ITEM 644 SMALL ROADSIDE SIGN ASSEMBLIES(421) (440) (441) (442) (445) (636) (656)

ITEM 658 DELINEATOR AND OBJECT MARKER ASSEMBLIES(445)

ITEM 662 WORK ZONE PAVEMENT MARKINGS(666) (668) (672) (677)

ITEM 666 RETROREFLECTORIZED PAVEMENT MARKINGS(316) (502) (662) (667) (677) (678)

ITEM 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.

REQUIRED CONTRACT PROVISIONS. ALL FEDERAL-AID PROJECTS (REV. 10-23) (FORM FHWA 1273)
WAGE RATES

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

SPECIAL PROVISION "CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT" (000---002)

SPECIAL PROVISION "ON-THE-JOB TRAINING PROGRAM" (000---004)

SPECIAL PROVISION "CARGO PREFERENCE ACT REQUIREMENTS IN FEDERAL AID CONTRACTS" (000---007)

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

SPECIAL PROVISION "THIS IS THE 2014 DBE SPECIAL PROVISION. THIS IS TO BE USED FOR 2024 SPECIFICATIONS UNTIL SPECIAL PROVISION REFLECTING THE FINAL RULE IS PROCESSED. SPE" (000---022)

SPECIAL PROVISION "SCHEDULE OF LIQUIDATED DAMAGES" (000---031)

SPECIAL PROVISION "NOTICE OF CONTRACTOR PERFORMANCE EVALUATIONS" (000---125)

SPECIAL PROVISION TO ITEM 002(002---003)

SPECIAL PROVISION TO ITEM 003(003---006)

SPECIAL PROVISION TO ITEM 006(006---009)

SPECIAL PROVISION TO ITEM 007(007---001)

SPECIAL PROVISION TO ITEM 008(008---001)

SPECIAL PROVISION TO ITEM 009(009---002)

SPECIAL PROVISION TO ITEM 292(292---001)

SPECIAL PROVISION TO ITEM 300(300---003)

SPECIAL PROVISION TO ITEM 540(540---001)

SPECIAL SPECIFICATIONS :
- - - - - - - - - - - - - - - - - - - -

GENERAL : THE ABOVE-LISTED SPECIFICATIONS ITEMS ARE THOSE UNDER WHICH
- - - - - - - - - PAYMENT IS TO BE MADE. THESE, TOGETHER WITH SUCH OTHER PERTINENT ITEMS, IF ANY, AS MAY BE REFERRED TO IN THE ABOVE-LISTED SPECIFICATION ITEMS, AND INCLUDING THE SPECIAL PROVISIONS LISTED ABOVE, CONSTITUTE THE COMPLETE SPECIFICATIONS FOR THIS PROJECT.

Control	**0218-05-037, ETC**
Project	**F 2026(610)**
Highway	**SH 11, ETC**
County	**CASS, ETC**

DISADVANTAGED BUSINESS ENTERPRISES REQUIREMENTS

The following goal for disadvantaged business enterprises is established:

DBE
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.

FOREIGN ADVERSARIES REQUIREMENTS

Pursuant to Executive Order No. GA-48 relating to the hardening of state government, TxDOT must require any company that submits a bid or proposal with respect to a contract for goods or services to the Department to certify that the company, and, if applicable, any of its holding companies or subsidiaries, is not:

A. Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or

B. Listed in section 1260H of the 2021 NDAA; or

C. Owned by the government of a country on the U.S. Department of Commerce foreign adversaries list under 15 C.F.R. 791.4; or

D. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. 791.4.

By signing this proposal, the Contractor certifies that neither it nor any affiliated entities are:

- Listed in Section 889 of the 2019 NDAA;
- Listed in Section 1260H of the 2021 NDAA;
- Owned by the government of a country listed under 15 C.F.R. 791.4; or
- Controlled by any governing or regulatory body located in a country listed under 15 C.F.R. 791.4

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),
- Hyatera 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.

Prohibited Activities by Contractors and Vendors

Pursuant to Texas Government Code 2261.302, a state agency contractor, subcontractor, or vendor responding to a contract solicitation may not directly or indirectly:

(1.) engage in surveillance targeting:
  (a.) a member of the state legislature or a person employed to support the state legislature in any capacity,
  (b.) a family member of a person described in subsection (a),
  (c.) a state agency employee, or
  (d.) an individual making a complaint or raising concerns regarding state agency operations or contracting;

(2.) engage in an act of intimidation, coercion, extortion, undue influence, or other similar conduct intended to influence, silence, or retaliate against a person described in subsection (1) above, or;

(3.) use private or confidential information to manipulate or influence a state contracting decision or proceeding.

By signing this proposal, the bidder certifies that it will not engage in surveillance targeting or an act of intimidation, coercion, extortion, undue influence, or other similar conduct intended to influence, silence, or retaliate against a member of the state legislature, a person employed to support the state legislature in any capacity, a family member of an aforementioned person, a state agency employee, or an individual making a complaint or raising concerns regarding state agency operations or contracting.

Furthermore, the bidder certifies that it will not use private or confidential information to manipulate or influence a state contracting decision or proceeding.

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

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov*, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

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XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

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 01-02-2026 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 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. A blank cell indicates that the classification and wage rate are not listed on the USDOL's general decision and therefore must be requested by the contractor through the completion of an Additional Classification and Wage Rate Request. IMPORTANT NOTICE FOR STATE PROJECTS: only the controlling wage rate zone applies to the contract. Effective 01-02-2026.

CLASS. #	CLASSIFICATION DESCRIPTION	ZONE TX46 *(TX20250046)	ZONE TX51 *(TX20250051)	ZONE TX55 *(TX20250055)	ZONE TX291 *(TX20250291)	ZONE TX292 *(TX20250292)	ZONE TX293 *(TX20250293)	ZONE TX294 *(TX20250294)	ZONE TX295 *(TX20250295)	ZONE TX296 *(TX20250296)	ZONE TX297 *(TX20250297)	ZONE TX298 *(TX20250298)	ZONE TX299 *(TX20250299)	ZONE TX300 *(TX20250300)
1106	Asphalt Raker	$18.97	$15.02	$18.76	$19.40	$18.20	$16.28	$19.87	$19.53	$17.40	$15.22	$19.58	$20.41	$19.02
1124	Concrete Finisher, Paving and Structures	$20.92	$19.13	$21.11	$20.61	$18.72	$17.99	$22.48	$20.66	$21.16	$18.15	$20.77	$20.79	$20.04
1139	Electrician	$23.70			$30.54		$25.73	$36.10	$32.38				$31.46	
1143	Telecommunication Technician							$23.14						
1145	Traffic Signal/Light Pole Worker	$25.43			$21.99									
1150	Flagger	$13.50	$14.56	$15.30	$15.52	$15.00		$14.80	$13.99	$14.59	$15.81	$14.82	$16.63	$15.16
1151	Form Builder/Setter, Structures	$21.78	$18.59	$19.31	$20.63	$20.18	$19.37	$22.50	$20.05	$19.82	$18.26	$22.09	$19.93	$19.89
1160	Form Setter, Paving & Curb	$20.39	$17.31	$18.50	$19.18			$20.89	$18.25	$18.16	$17.56	$19.44	$19.32	$20.25
1172	Laborer, Common	$17.76	$14.88	$16.80	$17.52	$17.12	$15.16	$18.01	$16.72	$16.63	$15.22	$18.10	$17.12	$16.69
1175	Laborer, Utility	$18.51	$16.79	$17.91	$19.05	$17.46	$16.73	$19.32	$18.80	$18.42	$16.75	$18.10	$19.11	$18.40
1187	Mechanic	$27.08	$23.80	$25.11	$26.15	$28.00	$23.84	$27.44	$24.13	$25.51	$22.98	$25.47	$23.38	$23.35
1194	Servicer	$21.29	$20.03		$23.75	$21.51	$17.87	$24.86	$20.94		$19.11	$21.31	$20.33	$20.75
1196	Painter, Structures				$23.76					$27.93			$26.40	
1202	Piledriver												$21.48	
1205	Pipelayer	$17.76	$15.48		$19.23		$17.11	$22.46	$19.97	$19.40	$15.22	$18.10	$20.03	$17.56
1300	Asphalt Distributor Operator	$22.68	$19.62	$23.09	$24.07	$23.76	$21.93	$24.40	$22.69	$23.20	$24.54	$23.46	$23.26	$23.99
1303	Asphalt Paving Machine Operator	$20.34	$15.99	$20.95	$22.12	$22.45	$19.02	$22.52	$21.26	$19.14	$17.58	$21.32	$22.67	$20.70
1305	Broom or Sweeper Operator	$17.76	$15.22	$17.75	$18.09	$17.12		$18.01	$17.58	$16.63	$16.92	$18.10	$17.63	$17.30
1306	Crawler Tractor Operator	$20.95	$20.27	$20.00	$20.92			$24.06	$19.82	$23.23		$22.51	$20.33	$20.83
1315	Concrete Paving, Curing, Float, Texturing Machine Operator								$23.12				$22.62	
1318	Concrete Pavement Finishing Machine Operator	$20.00		$24.85	$22.81			$24.07	$23.11				$22.18	
1329	Joint Sealer						$15.16							
1333	Concrete Saw Operator	$25.25		$20.69	$25.97			$20.34	$25.50				$21.57	$22.93
1341	Small Slipform Machine Operator							$25.09						
1342	Crane Operator, Lattice Boom 80 Tons or Less	$24.25	$29.80	$25.57	$26.47			$29.90	$24.33			$24.40	$25.74	$26.15
1343	Crane Operator, Lattice Boom Over 80 Tons				$28.87			$33.55	$23.75	$34.20			$23.85	$31.28
1344	Crane Operator, Hydraulic 80 Tons or less				$29.24		$23.37	$31.32	$27.22	$27.88	$28.75	$27.09	$24.75	$23.89
1345	Crane Operator, Hydraulic Over 80 Tons									$30.25				$31.44
1346	Loader/Backhoe Operator	$20.99	$16.37	$20.20	$20.32	$18.00	$17.92	$23.22	$20.42	$19.01	$16.93	$21.03	$21.37	$19.94
1347	Excavator Operator, 50,000 pounds or less	$25.59	$18.99		$22.93	$22.91	$19.70	$25.08	$21.05	$19.69	$21.86	$24.67	$21.53	$22.25
1348	Excavator Operator, Over 50,000 pounds		$19.29	$20.36	$22.90			$25.34	$22.80	$22.05	$25.35		$22.24	$22.47
1360	Foundation Drill Operator, Crawler Mounted							$29.25					$22.25	
1363	Foundation Drill Operator, Truck Mounted				$24.28			$29.86	$25.95		$27.81	$32.17	$26.04	$24.05
1369	Front End Loader Operator, 3 CY or Less	$19.42	$15.59	$18.40	$20.33	$18.28	$17.42	$20.93	$18.58	$18.80	$17.47	$19.06	$19.72	$19.34
1372	Front End Loader Operator,Over 3 CY	$19.52	$16.41	$17.25	$20.20	$19.83	$18.26	$22.56	$19.55	$18.71	$18.12	$20.11	$20.34	$20.00
1380	Milling Machine Operator	$20.98	$18.47	$19.48	$21.73	$18.49	$23.02	$20.94	$19.99	$22.53	$19.21	$20.37	$21.65	$19.88
1384	Reclaimer/Pulverizer Operator	$21.17			$19.05	$23.25		$22.17	$18.15	$18.83				$19.67
1390	Motor Grader Operator, Fine Grade	$27.00	$21.55	$23.01	$26.56	$26.38	$20.04	$27.09	$24.43	$26.88	$22.98	$26.74	$23.91	$24.96
1393	Motor Grader Operator, Rough	$23.50	$18.78	$19.00	$22.95	$23.69		$24.90	$21.43	$23.06	$19.60	$23.08	$21.20	$21.04
1396	Pavement Marking MachineOperator	$20.62		$16.80	$22.00	$18.99		$22.35	$22.96		$19.26	$23.48	$17.12	$17.50
1402	Roller Operator, Asphalt	$17.76	$14.88	$18.35	$20.24	$17.12		$20.35	$18.34	$17.27	$16.83	$18.76	$19.79	$18.13
1405	Roller Operator, Other	$17.76	$14.88	$16.80	$17.52	$17.12		$18.60	$17.09	$16.90	$15.38	$18.10	$18.93	$16.94
1411	Scraper Operator	$20.00	$14.88		$17.52		$18.33	$21.54	$17.71		$15.33	$19.49		$17.21
1413	Off Road Hauler				$17.52			$23.70	$16.90			$18.10	$17.12	
1428	Agricultural Tractor Operator				$19.14				$19.97			$23.21		
1445	Directional Drilling Operator				$25.19									
1446	Directional Drilling Locator				$21.39		$16.50							
1500	Reinforcing Steel Worker	$22.94	$19.62	$24.99	$22.46		$20.57	$23.50	$22.24	$22.76	$20.91	$25.70	$22.34	$23.47
1509	Structural Steel Worker												$22.64	
1513	Sign Erector				$17.52			$18.01						
1515	Spreader Box Operator	$18.50		$19.28	$19.31			$23.59	$18.52	$20.63	$23.00	$18.31	$17.84	$19.96
1520	Work Zone Barricade Servicer	$17.76	$15.81	$16.80	$17.75	$17.12		$18.01	$16.89	$17.52	$16.49	$18.10	$17.37	$17.66
1600	Truck Driver, Single Axle	$21.59	$17.93	$19.19	$19.70	$18.24	$15.16	$20.60	$19.22	$17.99	$19.02	$22.02	$21.93	$19.20

CLASS. #	CLASSIFICATION DESCRIPTION	ZONE TX46 *(TX20250046)	ZONE TX51 *(TX20250051)	ZONE TX55 *(TX20250055)	ZONE TX291 *(TX20250291)	ZONE TX292 *(TX20250292)	ZONE TX293 *(TX20250293)	ZONE TX294 *(TX20250294)	ZONE TX295 *(TX20250295)	ZONE TX296 *(TX20250296)	ZONE TX297 *(TX20250297)	ZONE TX298 *(TX20250298)	ZONE TX299 *(TX20250299)	ZONE TX300 *(TX20250300)
1606	Truck Driver, Single or Tandem Axle Dump Truck	$20.87	$18.50	$21.94	$20.91	$21.14	$16.58	$22.64	$20.30	$20.30	$18.63	$21.04	$18.60	$19.19
1607	Truck Driver, Tandem Axle Tractor with Semi-Trailer	$21.52	$19.81	$20.66	$21.71	$21.97		$23.22	$20.32	$22.08	$23.00	$21.91	$20.17	$19.52
1609	Truck Driver Lowboy-Float	$23.01	$27.10	$23.18	$25.96			$25.57	$23.97	$22.90	$25.75	$23.22	$25.94	$22.60
1612	Truck Driver Transit-Mix		$18.00					$21.97						
1615	Boom Truck Operator				$27.82									
1706	Welder		$21.35		$23.38		$17.34	$23.72				$22.00	$20.97	

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: 46, 51, 55, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300

County Name	Zone	County Name	Zone	County Name	Zone	County Name	Zone
Anderson	295	Donley	298	Karnes	300	Reagan	298
Andrews	298	Duval	297	Kaufman	294	Real	298
Angelina	295	Eastland	298	Kendall	291	Red River	295
Aransas	296	Ector	46	Kenedy	297	Reeves	292
Archer	46	Edwards	292	Kent	298	Refugio	300
Armstrong	46	El Paso	293	Kerr	300	Roberts	298
Atascosa	291	Ellis	294	Kimble	298	Robertson	291
Austin	299	Erath	295	King	298	Rockwall	294
Bailey	298	Falls	295	Kinney	292	Runnels	298
Bandera	291	Fannin	295	Kleberg	300	Rusk	55
Bastrop	291	Fayette	300	Knox	298	Sabine	295
Baylor	298	Fisher	298	Lamar	295	San Augustine	295
Bee	300	Floyd	298	Lamb	298	San Jacinto	299
Bell	291	Foard	298	Lampasas	291	San Patricio	296
Bexar	291	Fort Bend	299	LaSalle	297	San Saba	298
Blanco	300	Franklin	295	Lavaca	300	Schleicher	298
Borden	298	Freestone	295	Lee	300	Scurry	298
Bosque	295	Frio	297	Leon	295	Shackelford	298
Bowie	55	Gaines	298	Liberty	299	Shelby	295
Brazoria	299	Galveston	299	Limestone	295	Sherman	298
Brazos	291	Garza	298	Lipscomb	298	Smith	55
Brewster	292	Gillespie	300	Live Oak	300	Somervell	295
Briscoe	298	Glasscock	298	Llano	300	Starr	297
Brooks	297	Goliad	296	Loving	298	Stephens	298
Brown	298	Gonzales	300	Lubbock	46	Sterling	298
Burleson	291	Gray	298	Lynn	298	Stonewall	298
Burnet	300	Grayson	294	Madison	295	Sutton	292
Caldwell	291	Gregg	55	Marion	295	Swisher	298
Calhoun	296	Grimes	295	Martin	298	Tarrant	294
Callahan	46	Guadalupe	291	Mason	300	Taylor	46
Cameron	51	Hale	298	Matagorda	300	Terrell	292
Camp	295	Hall	298	Maverick	297	Terry	298
Carson	46	Hamilton	295	McCulloch	298	Throckmorton	298
Cass	295	Hansford	298	McLennan	291	Titus	295
Castro	298	Hardeman	298	McMullen	297	Tom Green	46
Chambers	299	Hardin	299	Medina	291	Travis	291
Cherokee	295	Harris	299	Menard	298	Trinity	295
Childress	298	Harrison	55	Midland	46	Tyler	295
Clay	46	Hartley	298	Milam	295	Upshur	55
Cochran	298	Haskell	298	Mills	298	Upton	298
Coke	298	Hays	291	Mitchell	298	Uvalde	297
Coleman	298	Hemphill	298	Montague	298	Val Verde	292
Collin	294	Henderson	295	Montgomery	299	Van Zandt	295
Collingsworth	298	Hidalgo	51	Moore	298	Victoria	296
Colorado	300	Hill	295	Morris	295	Walker	295
Comal	291	Hockley	298	Motley	298	Waller	299
Comanche	298	Hood	295	Nacogdoches	295	Ward	298
Concho	298	Hopkins	295	Navarro	295	Washington	295
Cooke	298	Houston	295	Newton	295	Webb	51
Coryell	291	Howard	298	Nolan	298	Wharton	300
Cottle	298	Hudspeth	292	Nueces	296	Wheeler	298
Crane	298	Hunt	294	Ochiltree	298	Wichita	46
Crockett	292	Hutchinson	298	Oldham	298	Wilbarger	298
Crosby	46	Irion	46	Orange	299	Willacy	297
Culberson	292	Jack	295	Palo Pinto	295	Williamson	291
Dallam	298	Jackson	300	Panola	295	Wilson	291
Dallas	294	Jasper	295	Parker	294	Winkler	298
Dawson	298	Jeff Davis	292	Parmer	298	Wise	294
Deaf Smith	298	Jefferson	299	Pecos	292	Wood	295
Delta	294	Jim Hogg	297	Polk	295	Yoakum	298
Denton	294	Jim Wells	300	Potter	46	Young	298
DeWitt	300	Johnson	294	Presidio	292	Zapata	297
Dickens	298	Jones	46	Rains	295	Zavala	297
Dimmit	297			Randall	46		

01/02/2026

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 to Item 000
Certification of Nondiscrimination in Employment

1. GENERAL

By signing this proposal, the Bidder certifies that it has participated in a previous Contract or subcontract subject to the equal opportunity clause, as required by Executive Order (EO) 10925, 11114, or 11246, or if it has not participated in a previous Contract of this type, or if it has had previous Contracts or subcontracts and has not filed, it will file with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity (EEO), all reports due under the applicable filing requirements.

Note—The above certification is required by the EEO Regulations of the Secretary of Labor [41 CFR 60-1.7(b)(1)], and must be submitted by Bidders and proposed subcontractors only in connection with Contracts and subcontracts that are subject to the equal opportunity clause. Contracts and subcontracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only Contracts or subcontracts of $10,000 or less are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the EOs or their implementing regulations.

Proposed prime Contractors and subcontractors that have participated in a previous Contract or subcontract subject to the EO and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of Contracts and subcontracts unless such Contractor submits a report covering the delinquent period or such other period specified by FHWA or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Special Provision to Item 000
On-the-Job Training Program

1. DESCRIPTION

The primary objective of this Special Provision is the training and advancement of minorities, women, and economically disadvantaged persons toward journeyworker status. Accordingly, make every effort to enroll minority, women, and economically disadvantaged persons to the extent that such persons are available within a reasonable area of recruitment. This training commitment is not intended to, and will not be used to, discriminate against any applicant for training, whether he or she is a member of a minority group or not.

2. TRAINEE ASSIGNMENT

Training assignments are based on the past volume of State-let highway construction Contracts awarded with the Department. Contractors meeting the selection criteria will be notified of their training assignment at the beginning of the reporting year by the Department's Civil Rights Division.

3. PROGRAM REQUIREMENTS

Fulfill all the requirements of the On-the-Job Training Program, including the maintenance of records and submittal of periodic reports documenting program performance. Trainees will be paid at least 60% of the appropriate minimum journeyworker's rate specified in the Contract for the first half of the training period, 75% for the third quarter, and 90% for the last quarter, respectively.

4. REIMBURSEMENT

If requested, Contractors may be reimbursed $0.80 per training hour at no additional cost to the Department. Training may occur on this project, all other Department Contracts, or locally administered federal aid projects with concurrence of the local government entity. However, reimbursement for training is not available on projects to the extent that such projects do not contain federal funds.

5. COMPLIANCE

The Contractor will have fulfilled the contractual responsibilities by having provided acceptable training to the number of trainees specified in their goal assignment. Noncompliance may be cause for corrective and appropriate measures in accordance with Article 8.7., "Default of Contract," which may be used to comply with the sanctions for noncompliance pursuant to 23 CFR 230.

Special Provision 000

Cargo Preference Act Requirements in Federal Aid Contracts

1. DESCRIPTION

All recipients of federal financial assistance are required to comply with the U.S. Department of Transportation's Cargo Preference Act requirements, 46 CFR 381, "Use of United States-Flag Vessels."

This requirement applies to material or equipment that is acquired specifically for a federal-aid highway project. It is not applicable to goods or materials that come into inventories independent of an FHWA-funded Contract.

When oceanic shipments are necessary for materials or equipment acquired for a specific federal-aid construction project, the Contractor agrees to:

- use privately owned United States-flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels;

- furnish a legible copy of a rated, onboard commercial ocean bill of lading in English for each shipment of cargo described in Paragraph (b)(1) of 46 CFR 381, Section 7, "Federal Grant, Guaranty, Loan and Advance of Funds Agreements," within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, to both the Engineer (through the prime Contractor in the case of subcontractor bills of lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590; and

- insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

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 to Item 000
Disadvantaged Business Enterprise in Federal-Aid Contracts

1. DESCRIPTION

The purpose of this Special Provision is to carry out the U.S. Department of Transportation's (DOT) policy of ensuring nondiscrimination in the award and administration of DOT-assisted Contracts and creating a level playing field on which firms owned and controlled by individuals who are determined to be socially and economically disadvantaged can compete fairly for DOT-assisted Contracts.

2. DISADVANTAGED BUSINESS ENTERPRISE IN FEDERAL-AID CONTRACTS

2.1. **Policy.** It is the policy of the DOT and the Department that DBEs, as defined in 49 CFR Part 26, Subpart A, and the Department's DBE Program, will have the opportunity to participate in the performance of Contracts financed in whole or in part with federal funds. The DBE requirements of 49 CFR Part 26, and the Department's DBE Program, apply to this Contract as follows.

The Contractor must solicit DBEs through reasonable and available means, as defined in 49 CFR Part 26, Appendix A, and the Department's DBE Program, or show a good faith effort to meet the DBE goal for this Contract.

The Contractor, subrecipient, or subcontractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Department deems appropriate.

The requirements of this Special Provision must be physically included in any subcontract.

By signing the Contract proposal, the Bidder is certifying that the DBE goal as stated in the proposal will be met by obtaining commitments from eligible DBEs or that the Bidder will provide acceptable evidence of good faith effort to meet the commitment.

2.2. **Definitions.**

2.2.1. **Administrative Reconsideration.** A process by which the low bidder may request reconsideration when the Department determines the good faith effort (GFE) requirements have not been met.

2.2.2. **Commercially Useful Function (CUF).** A CUF occurs when a DBE has the responsibility for the execution of the work and carrying out such responsibilities by actually performing, managing, and supervising the work.

2.2.3. **Disadvantaged Business Enterprise (DBE).** A for-profit small business certified through the Texas Unified Certification Program in accordance with 49 CFR Part 26, that is at least 51% owned by one or more socially and economically disadvantaged individuals, or in the case of a publicly owned business, in which is at least 51% of the stock is owned by one or more socially and economically disadvantaged individuals, and whose management and daily business operations are controlled by one or more of the individuals who own it.

2.2.4. **DBE Joint Venture.** An association of a DBE firm and one or more other firms to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills, and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the Contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

2.2.5. **DOT.** The U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Aviation Administration (FAA).

2.2.6. **Federal-Aid Contract.** Any Contract between the Department and a Contractor that is paid for in whole or in part with DOT financial assistance.

2.2.7. **Good Faith Effort.** All necessary and reasonable steps to achieve the contract goal which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain enough DBE participation, even if not fully successful. Good faith efforts are evaluated before award and throughout performance of the Contract. For guidance on good faith efforts, see 49 CFR Part 26, Appendix A.

2.2.8. **North American Industry Classification System (NAICS).** A designation that best describes the primary business of a firm. The NAICS is described in the North American Industry Classification Manual—United States, which is available on the Internet at the U.S. Census Bureau website: http://www.census.gov/eos/www/naics/.

2.2.9. **Race-Conscious.** A measure or program that is focused specifically on assisting only DBEs, including women-owned businesses.

2.2.10. **Race-Neutral DBE Participation.** Any participation by a DBE through customary competitive procurement procedures.

2.2.11. **Texas Unified Certification Program (TUCP) Directory.** An online directory listing all DBEs currently certified by the TUCP. The Directory identifies DBE firms whose participation on a Contract may be counted toward achievement of the assigned DBE Contract goal.

2.3. **Contractor's Responsibilities.**

2.3.1. **DBE Liaison Officer**. Designate a DBE liaison officer who will administer the Contractor's DBE program and who will be responsible for maintenance of records of efforts and contacts made to subcontract with DBEs.

2.3.2. **Compliance Tracking System (CTS)**. This Contract is subject to electronic Contract compliance tracking. Contractors and DBEs are required to provide any noted and requested Contract compliance-related data electronically in the Department's tracking system. This includes commitments, payments, substitutions, and good faith efforts. Contractors and DBEs are responsible for responding by any noted response date or due date to any instructions or request for information, and to check the system on a regular basis. A Contractor is responsible for ensuring all DBEs have completed all requested items and that their contact information is accurate and up-to-date. The Department may require additional information related to the Contract to be provided electronically through the system at any time before, during, or after contract award. The system is web-based and can be accessed at the following Internet address: https://txdot.txdotcms.com/.

In its sole discretion, the Department may require that contract compliance tracking data be submitted by Contractors and DBEs in an alternative format prescribed by the Department.

2.3.3. **Apparent Low Bidder.** The apparent low bidder must submit DBE commitments to satisfy the DBE goal or submit good faith effort Form 2603 and supporting documentation demonstrating why the goal could not be achieved, in whole or part, no later than 5 calendar days after bid opening. The means of transmittal and the

risk of timely receipt of the information will be the bidder's responsibility and no extension of the 5-calendar-day timeframe will be allowed for any reason.

2.3.4. **DBE Contractor.** A DBE Contractor may receive credit toward the DBE goal for work performed by its own forces and work subcontracted to DBEs. If a DBE subcontracts to a non-DBE, that information must be reported monthly.

2.3.5. **DBE Committal.** Only those DBEs certified by the TUCP are eligible to be used for goal attainment. The Department maintains the TUCP DBE Directory. The Directory can be accessed at the following Internet address: https://txdot.txdotcms.com/FrontEnd/VendorSearchPublic.asp?TN=txdot&XID=2340.

A DBE must be certified on the day the commitment is considered and at time of subcontract execution. It is the Contractor's responsibility to ensure firms identified for participation are approved certified DBE firms.

The Bidder is responsible to ensure that all submittals are checked for accuracy. All omissions, deletions, or errors that may affect the end result of the commitment package are the sole liabilities of the Bidder.

Commitments in excess of the goal are considered race-neutral commitments.

2.3.6. **Good Faith Effort Requirements.** A Contractor who cannot meet the Contract goal, in whole or in part, must make adequate good faith efforts to obtain DBE participation as so stated and defined in 49 CFR Part 26, Appendix A.

2.3.6.1. **Administrative Reconsideration.** If the Department determines that the apparent low bidder has failed to satisfy the good faith efforts requirement, the Department will notify the Bidder of the failure and will give the Bidder an opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so.

The Bidder must request an administrative reconsideration of that determination within 3 days of the date of receipt of the notice. The request must be submitted directly to the Texas Department of Transportation, Civil Rights Division, 125 East 11th Street, Austin, Texas 78701-2483.

If a request for administrative reconsideration is not filed within the period specified, the determination made is final and further administrative appeal is barred.

If a reconsideration request is timely received, the reconsideration decision will be made by the Department's DBE liaison officer or, if the DBE liaison officer took part in the original determination, the Department's Executive Director will appoint a Department employee to perform the administrative reconsideration. The employee will hold a senior leadership position and will report directly to the Executive Director.

The meeting or written documentation must be provided or held within 7 days of the date the request was submitted.

The Department will provide to the Bidder a written decision if the Bidder did or did not make adequate good faith efforts to meet the Contract goal. The reconsideration decision is final and is not administratively appealed to DOT.

2.3.7. **Determination of DBE Participation.** The work performed by the DBE must be reasonably construed to be included in the work area and NAICS work code identified by the Contractor in the approved commitment.

Participation by a DBE on a Contract will not be counted toward DBE goals until the amount of the participation has been paid to the DBE.

Payments made to a DBE that was not on the original commitment may be counted toward the Contract goal if that DBE was certified as a DBE before the execution of the subcontract and has performed a Commercially Useful Function.

The total amount paid to the DBE for work performed with its own forces is counted toward the DBE goal. When a DBE subcontracts part of the work of its Contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the subcontractor is itself a DBE.

DBE Goal credit for the DBE subcontractors leasing of equipment or purchasing of supplies from the Contractor or its affiliates is not allowed. Project materials or supplies acquired from an affiliate of the Contractor cannot directly or indirectly (second or lower tier subcontractor) be used for DBE goal credit.

If a DBE firm is declared ineligible due to DBE decertification after the execution of the DBE's subcontract, the DBE firm may complete the work and the DBE firm's participation will be counted toward the Contract goal. If the DBE firm is decertified before the DBE firm has signed a subcontract, the Contractor is obligated to replace the ineligible DBE firm or demonstrate that it has made good faith efforts to do so.

The Contractor may count 100% of its expenditure to a DBE manufacturer. According to 49 CFR 26.55(e)(1)(i), a DBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

The Contractor may count only 60% of its expenditure to a DBE regular dealer. According to 49 CFR 26.55(e)(2)(i), a DBE regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. A firm may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the firm both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment must be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. A long-term lease with a third-party transportation company is not eligible for 60% goal credit.

With respect to materials or supplies purchased from a DBE that is neither a manufacturer nor a regular dealer, the Contractor may count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a jobsite.

A Contractor may count toward its DBE goal a portion of the total value of the Contract amount paid to a DBE joint venture equal to the distinct, clearly defined portion of the work of the Contract performed by the DBE.

2.3.8. **Commercially Useful Function.** It is the Contractor's obligation to ensure that each DBE used on federal-assisted contracts performs a commercially useful function on the Contract.

The Department will monitor performance during the Contract to ensure each DBE is performing a CUF.

Under the terms established in 49 CFR 26.55, a DBE performs a CUF when it is responsible for execution of the work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved.

With respect to material and supplies used on the Contract, a DBE must be responsible for negotiating price, determining quality and quantity, ordering the material, installing the material, if applicable, and paying for the material itself.

With respect to trucking, the DBE trucking firm must own and operate at least one fully licensed, insured, and operational truck used on the Contract. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract. The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the Contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.

A DBE does not perform a CUF when its role is limited to that of an extra participant in a transaction, Contract, or project through which funds are passed to obtain the appearance of DBE participation. The Department will evaluate similar transactions involving non-DBEs to determine whether a DBE is an extra participant.

If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its Contract with its own work force, or the DBE subcontracts a greater portion of the work than would be expected on the basis of normal industry practice for the type of work involved, the Department will presume that the DBE is not performing a CUF.

If the Department determines that a DBE is not performing a CUF, no work performed by such DBE will count as eligible participation. The denial period of time may occur before or after a determination has been made by the Department.

In case of the denial of credit for non-performance of a CUF, the Contractor will be required to provide a substitute DBE to meet the Contract goal or provide an adequate good faith effort when applicable.

2.3.8.1. **Rebuttal of a Finding of No Commercially Useful Function.** Consistent with the provisions of 49 CFR 26.55(c)(4) & (5), before the Department makes a final finding that no CUF has been performed by a DBE, the Department will notify the DBE and provide the DBE the opportunity to provide rebuttal information.

CUF determinations are not subject to administrative appeal to DOT.

2.3.9. **Joint Check.** The use of joint checks between a Contractor and a DBE is allowed with Department approval. To obtain approval, the Contractor must submit a completed Form 2178, “DBE Joint Check Approval,” to the Department.

The Department will closely monitor the use of joint checks to ensure that such a practice does not erode the independence of the DBE nor inhibit the DBE’s ability to perform a CUF. When joint checks are used, DBE credit toward the Contract goal will be allowed only when the subcontractor is performing a CUF in accordance with 49 CFR 26.55(c)(1).

Long-term or open-ended joint checking arrangements may be a basis for further scrutiny and may result in the lack of participation towards the Contract goal requirement if DBE independence cannot be established.

Joint checks will not be allowed simply for the convenience of the Contractor.

If the proper procedures are not followed or the Department determines that the arrangements result in a lack of independence for the DBE involved, no credit for the DBE’s participation as it relates to the material cost will be used toward the Contract goal requirement, and the Contractor will need to make up the difference elsewhere on the project.

2.3.10. **DBE Termination and Substitution.** No DBE named in the commitment submitted under Section 2.3.5., “DBE Committal,” will be terminated for convenience, in whole or part, without the Department’s approval.

This includes, but is not limited to, instances in which a Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

Unless consent is provided, the Contractor will not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Contractor, before submitting its request to terminate, must first give written notice to the DBE of its intent to terminate and the reason for the termination. The Contractor will copy the Department on the Notice of Intent to terminate.

The DBE has 5 calendar days to respond to the Contractor's notice and will advise the Contractor and the Department of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Department should not approve the prime Contractor's request for termination.

The Department may provide a shorter response time if required in a particular case as a matter of public necessity.

The Department will consider both the Contractor's request and DBE's stated position before approving the request. The Department may provide a written approval only if it agrees, for reasons stated in its concurrence document, that the Contractor has good cause to terminate the DBE. If the Department does not approve the request, the Contractor must continue to use the committed DBE firm in accordance with the Contract. For guidance on what good cause includes, see 49 CFR 26.53.

Good cause does not exist if the Contractor seeks to terminate, reduce, or substitute a DBE it relied upon to obtain the Contract so that the Contractor can self-perform the work for which the DBE firm was engaged.

When a DBE subcontractor is terminated, make good faith efforts to find, as a substitute for the original DBE, another DBE to perform, at least to the extent needed to meet the established Contract goal, the work that the original DBE was to have performed under the Contract.

Submit the completed Form 2228, "DBE Termination Substitution Request," within 7 days, which may be extended for an additional 7 days if necessary, at the request of the Contractor. The Department will provide a written determination to the Contractor stating whether or not good faith efforts have been demonstrated. If the Department determines that good faith efforts were not demonstrated, the Contractor will have the opportunity to appeal the determination to the Civil Rights Division.

2.3.11. **Reports and Records.** By the 15th of each month and after work begins, report payments to meet the DBE goal and for DBE race-neutral participation on projects with or without goals. These payment reports will be required until all DBE subcontracting or material supply activity is completed. Negative payment reports are required when no activity has occurred in a monthly period.

Notify the Area Engineer if payment to any DBE subcontractor is withheld or reduced.

Before receiving final payment from the Department, the Contractor must indicate a final payment on the compliance tracking system. The final payment is a summary of all payments made to the DBEs on the project.

All records must be retained for a period of 3 yr. following completion of the Contract work and must be available at reasonable times and places for inspection by authorized representatives of the Department or the DOT. Provide copies of subcontracts or agreements and other documentation upon request.

2.3.12. **Failure to Comply.** If the Department determines the Contractor has failed to demonstrate good faith efforts to meet the assigned goal, the Contractor will be given an opportunity for reconsideration 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 terminate the Contract; to deduct the amount of DBE goal not accomplished by DBEs from the money due or to become due the Contractor; or to secure a refund, not as a penalty but as liquidated damages, to the Department or such other remedy or remedies as the Department deems appropriate.

2.3.13. **Investigations.** The Department may conduct reviews or investigations of participants as necessary. All participants, including, but not limited to, DBEs and complainants using DBE Subcontractors to meet the Contract goal, are required to cooperate fully and promptly with compliance reviews, investigations, and other requests for information.

2.3.14. **Falsification and Misrepresentation.** If the Department determines that a Contractor or subcontractor was a knowing and willing participant in any intended or actual subcontracting arrangement contrived to artificially inflate DBE participation or any other business arrangement determined by the Department to be unallowable, or if the Contractor engages in repeated violations, falsification, or misrepresentation, the Department may:

- refuse to count any fraudulent or misrepresented DBE participation;
- withhold progress payments to the Contractor commensurate with the violation;
- reduce the Contractor's prequalification status;
- refer the matter to the Office of Inspector General of the US Department of Transportation for investigation; and
- seek any other available contractual remedy.

Special Provision 000
Schedule of 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	760
1,000,000	3,000,000	968
3,000,000	5,000,000	1107
5,000,000	15,000,000	1527
15,000,000	25,000,000	2095
25,000,000	50,000,000	3072
50,000,000	Over 50,000,000	5093

In addition to the amount shown in Table 1, the Liquidated Damages will be increased by the amount shown in Item 8 "Prosecution and Progress," of the General Notes for Road User Cost (RUC), when applicable.

Special Provision 000
Notice of Contractor Performance Evaluations

1. GENERAL

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

2. DEFINITIONS

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

In accordance with 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 date work began under the Contract, 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 enough 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 enough 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.

If the Performance Review Committee determines that one or more actions listed above is appropriate, the Committee may recommend that the action or actions also be taken against an entity that the Committee determines, in accordance with 43 TAC §9.27 (relating to Affiliated Entities), is affiliated with the Contractor.

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

6. APPEALS PROCESS

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

Special Provision to Item 2
Instructions to Bidders

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

Article 7., "Nonresponsive Bid," is voided and replaced by the following.

The Department will not accept a nonresponsive bid. A bid that has one or more of the deficiencies listed below is considered nonresponsive:

- the bid was not in the hands of the Letting Official at the time and location specified in the advertisement,
- a proposal form was submitted for the same project by a Bidder or Bidders and one or more of its partners or affiliates, unless the Executive Director has granted an affiliation exception under 43 TAC § 9.12,
- the Bidder was not authorized to receive a proposal form under Article 2.3., "Issuing Proposal Forms,"
- the Bidder failed to acknowledge receipt of all addenda issued,
- the proposal form was signed by a person who was not authorized to bind the Bidder or Bidders,
- the proposal guaranty did not comply with the requirements contained in this Item,
- the bid was in a form other than the official proposal form issued by the Department,
- the Bidder modified the bid in a manner that altered the conditions or requirements for work as stated in the proposal form,
- the Bidder bid more than the maximum or less than the minimum number of allowable working days shown on the plans when working days was an item,
- a typed proposal form does not contain the information in the format shown on the "Example of Bid Prices Submitted by Computer Printout" on the proposal form,
- the Bidder did not meet the requirements of the technical qualification,
- the Bidder failed to submit a DBE commitment as specified in Article 2.14., "Disadvantaged Business Enterprise (DBE),"
- the Bidder failed to participate in the DHS E-Verify system as specified in Article 2.15., "Department of Homeland Security (DHS) E-Verify System," or
- the apparent low bid is mathematically and materially unbalanced.

Reference 43 TAC § 9.15, "Acceptance of Bids."

Special Provision to Item 3
Award and Execution of Contract

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

Section 1.2., "Rejection," is voided and replaced by the following.

1.2. **Rejection**. The Commission or original award authority will reject the Contract if:

- collusion may have existed among the Bidders. Collusion participants will not be allowed to bid future proposals for the same Contract,
- the lowest bid is higher than the Department's estimate, and re-advertising for bids may result in a lower bid,
- the low bid contains a bid error that satisfies the requirements and criteria in Article 2.12., "Consideration of Bid Errors," or
- rejection of the Contract is in the best interest of the State.

Special Provision to Item 6
Control of Materials

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

Section 6.1.1. "Buy America," and Section 1.2., "Buy America Exceptions," are voided and replaced by the following.

1.1. **Buy America**. Comply with the latest provisions of Build America, Buy America Act (BABA Act) and applicable CFR, which restrict funds being made available from Federal financial assistance programs unless all the iron products, steel products, manufactured products, and construction materials used in the project are manufactured in the United States. Use iron or steel products, manufactured products, or construction materials manufactured in the United States for all permanently installed materials and products except when defined in Section 1.1.5., "Buy America Exceptions."

A material is solely classified based on its status at the time it is brought to the work site as either an iron or steel product, construction material, manufactured product, or excluded material. Refer to the Buy America Material Classification Sheet found on txdot.gov for additional clarification on material classification.

Department's MPLs include Gold Star listings for certain manufacturers, construction materials, or products. Gold Star items are manufacturers, materials, or products that have submitted a Buy America certification (as listed on an MPL) to be in compliance with the Buy America requirements. For items identified as a Gold Star manufacturer, material, or product; only Material Sourcing documentation as stated in Table 1 BABA Submissions is required.

Table1
BABA Submission Requirements

Classification	Form 1818 [2 & 3] (notarized original Form D-9 USA-1)	Material Sourcing Documentation [4]	Form 2806 [5 & 6]	De Minimis Tracking Log [7]
Iron or Steel Products	✓	✓		✓
Construction Material		✓	✓	✓
Manufactured Product [1]		✓	✓	✓

1. For ITS enclosures and precast concrete products as stated under Manufactured Products, submission requirements for Iron and Steel Products and Manufactured Products apply. Reinforcing Steel or items covered by TxDOT's Gold Star Program do not require a Form 1818 submission.
2. For miscellaneous steel exceptions may be allowed to submit a notarized certification letter in lieu of submitting Form 1818, as approved by the Department. There are no exceptions for iron or steel products required to be furnished in accordance with item 441, "Steel Structures", or requested otherwise. Items covered by TxDOT's Gold Star Program do not require a Form 1818.
3. Item 450 aluminum metal railing and Item 610 aluminum roadway illumination poles, inspected by Material and Test Division, will require Form 1818 to be submitted when requested by the Department.
4. For materials that are BABA compliant and are on a Material Producer List (MPL). Material Sourcing Documentation is documentation, along with any necessary attachments, that connects the Material's source to project. Provide additional documentation at the request of the Department.
5. Form 2806 is required to be submitted for products and materials to certify BABA compliance when an MPL does not exist for the corresponding material.
6. Form 2806 is required for materials that are not listed as BABA compliant on the associated MPL.
7. De Minimis Tracking Log is required for materials that are not BABA compliant and must be submitted in advance when de minimis waiver is being pursued. De Minimis Tracking Log must track non-compliant iron or steel products separately from non-compliant construction materials and manufactured products. Contact the Department when either thresholds in 6.1.1.5, "Buy America Exceptions" is reached. Non-compliant items above the de minimis threshold will require removal and replacement with BABA compliant item or not paid for as determined by the Engineer.

1.1.1. **Materials Excluded from Buy America**. Excluded Materials mean cement and cementitious material; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. Excluded Materials do not require domestic sourcing or Buy America certification.

Materials combined as an unsettled mixture delivered to a work site without final form for incorporation into a project, such as hot mix asphalt or wet concrete mixtures, are not a manufactured product and are considered excluded from Buy America.

1.1.2. **Iron or Steel Product**. Iron or steel products means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

Predominantly of iron or steel or a combination of both means the cost of the iron and steel content exceeds 50% of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

For iron or steel products, manufacturing includes any process that modifies the chemical content, physical shape or size, or final finish of a product. The manufacturing process begins with initial melting and mixing and continues through fabrication (e.g., cutting, drilling, welding, bending.) and coating (e.g., paint, galvanizing, epoxy).

1.1.3. **Construction Materials**. Construction materials are classified as articles, materials, or supplies that consist of only one of the items listed in bullets below. Minor additions of articles, materials, supplies, or binding agents (as determined by the plans or the Engineer) to any of the items listed does not change the classification of a construction material:

- non-ferrous metals,

- plastic and polymer-based products (including polyvinyl chloride, composite building materials, and polymers used in fiber optic cables),
- glass (including optic glass),
- fiber optic cable (including drop cable),
- optical fiber,
- lumber,
- engineered wood, or
- drywall.

Each construction material has specific certification requirements stated below which constitute Buy America Compliance. Provide additional documentation as requested.

For non-ferrous metals, certification requires all manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.

For plastic and polymer-based products (including polyvinyl chloride, composite building materials, and polymers used in fiber optic cables), certification requires all manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.

For glass (including optic glass), certification requires all manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.

For fiber optic cable (including drop cable), certification requires all manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.

For optical fiber, certification requires all manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.

For lumber, certification requires all manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.

For engineered wood, certification requires all manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

For drywall, certification requires all manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.

1.1.4. **Manufactured Product** means articles, materials, or supplies that have been processed into a specific form and shape, or combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies. Manufactured products may include components that are iron or steel products, excluded materials, or construction materials. Any product classified as an iron or steel product, excluded material, or construction material is not a manufactured product. In addition, mixtures of excluded materials, such as asphalt or concrete mixtures, delivered to a work site without final form for incorporation into a project are not a manufactured product and are considered excluded.

Manufactured products are required to be Manufactured in the United States. For manufactured products, submit per submission table above.

Manufactured in the United States (for Manufactured Products) means the final assembly occurred in the United States of America.

Precast Concrete products classified as a manufactured product (not predominantly of iron and steel) are to be Manufactured in the United States and require iron or steel components to comply with manufacturing requirements for Iron or Steel Products stated in Section 6.1.1.2., "Iron or Steel Product."

Intelligent Transportation Systems and other electronic hardware systems classified as a manufactured product are to be Manufactured in the United States and must require iron or steel cabinets or other enclosures of such systems to comply with manufacturing requirements for Iron or Steel Products stated in Section 6.1.1.2., "Iron or Steel Product."

Component means an article material, or supply, whether manufactured or unmanufactured, incorporated directly into a manufactured product or where applicable, an iron or steel product.

1.1.5. **Buy America Exceptions**. Use of iron or steel products, construction materials, and manufactured products manufactured in the United States is required unless the material meets an exception below.

- A waiver exists exempting the material from Buy America compliance.
- The total value of the non-compliant products (other than iron or steel products) is no more than the lesser of $1,000,000 or 5% of Total Applicable Costs for the project. Total Applicable Cost means the actual cost of all materials requiring Buy America compliance including iron, steel, or other materials that are within the scope of existing waivers. Contractor must provide documentation showing under threshold in advance for Engineer's consideration.
- The total value of foreign iron or steel products, including delivery, does not exceed 0.1% of the total Contract cost or $2,500, whichever is greater. The Contractor must provide documentation showing under threshold in advance for the Engineer's consideration.
- Foreign iron or steel products may be allowed when the Contract contains an alternate item for a foreign source iron or steel product and the Contract is awarded based on the alternate item.
- The materials are temporarily installed or are supplies, tools, and equipment not incorporated into the project. Temporarily installed means the materials and products must be removed at the end of the project or may be removed at the Contractor's convenience with the Engineer's approval.

Special Provision to Item 7
Legal Relations and Responsibilities

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

Article 7.20., "Security Incidents," is replaced by the following**.**

20. INFORMATION RESOURCE AND SECURITY REQUIREMENTS

20.1. **Definitions**. For purposes of this Article only, the term "subcontractor" includes suppliers and vendors with access to TxDOT data.

- **Breach**. The unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of TxDOT data.
- **TxDOT Data**. Any information provided by TxDOT to the Contractor, accessed by or available to the Contractor on TxDOT's information systems, or regarding TxDOT or any of its consumers, that is developed by Contractor (or developed by other third parties but is in the Contractor's possession) and that is authored, created, or collected for the purposes of the Contract, including without limitation any TxDOT confidential information. For the avoidance of doubt, TxDOT data includes, but is not limited to personal identifying information and sensitive information, each as defined by Texas Business and Commerce Code § 521.002. For the further avoidance of doubt, TxDOT data is not limited to proprietary or confidential information, or TxDOT confidential information, and needs not constitute trade secret information.

20.2. **Applicability**. Incorporate the provisions of this Article into all subcontracts, materials purchase agreements, and vendor agreements with vendors that have access to TxDOT data. These requirements apply to all tiers of subcontractors.

20.3. **Information Resource and Security Requirements**.

20.3.1. **Information Security Safeguards**. Implement and require all subcontractors to implement appropriate administrative, physical, and technical safeguards, in accordance with this Article, that reasonably and appropriately protect the confidentiality, integrity, and availability of TxDOT data. TxDOT security requirements and associated documents are located on TxDOT's Cybersecurity Resources webpage: https://www.txdot.gov/about/contact-us/cybersecurity/cybersecurity-resources.html.

20.3.2. **Breach Notification**. Immediately report to TxDOT via the Report Cybersecurity Incident form on txdot.gov of any breach or suspected breach involving TxDOT data.

20.3.3. **Prohibited Technologies**. In accordance with the Texas Statewide Plan for Prohibited Technologies, the Contractor and its subcontractors will not provide services, equipment, or systems to TxDOT that are determined to be a Prohibited Technology by TxDOT. A current list of the prohibited software applications, developers, and hardware manufacturers is available on TxDOT's Cybersecurity Resources webpage.

20.4. **Rules of Behavior for Using Passwords and Credentials**.

20.4.1. **Acceptable Use**. Contractors and subcontractors must:

- protect passwords and other access credentials used for TxDOT systems from disclosure and compromise,
- promptly change passwords when required by TxDOT and if the password is suspected to be compromised,
- always use authorized, assigned credentials to access TxDOT systems,
- report all suspected and identified password compromises to TxDOT using the breach notification process outlined in Section 20.3.2., "Breach Notification," and
- be accountable for actions taken while using their password and login credentials.

20.4.2. **Unacceptable Use**. Contractors and subcontractors must not:

- share passwords nor provide passwords to anyone, including system administrators, nor use passwords that were not assigned to them or
- reuse passwords or credentials used within TxDOT systems for other business or personal reasons.

20.5. **Liability for Breach**. In the event of a breach, the Contractor will:

- fully cooperate and require subcontractors to cooperate with any TxDOT investigation concerning the breach,
- fully cooperate and require subcontractors to cooperate with TxDOT to comply with applicable law concerning the breach, including any notification to consumers,
- at TxDOT's request, engage a third-party consultant at the Contractor's expense to investigate the cause of the breach, and
- be liable for any expenses associated with the breach to the extent resulting from the acts or omissions of the Contractor, and for the breach of this Specification, including without limitation:
  - costs incurred by TxDOT to resolve the incident**,**
  - the cost of any required legal compliance (e.g., notices required by applicable law),
  - the cost of providing two years of credit monitoring services or other assistance to affected consumers,
  - expenses related to the investigation and remediation, including without limitation costs related to a forensic investigation, and
  - costs incurred due to any Contractor delay in or failure to notify TxDOT of the breach or suspected breach.

In no event will the Contractor or subcontractors serve any notice of or otherwise publicize a breach involving TxDOT data without TxDOT's prior written consent.

Following notification of a breach, promptly provide TxDOT any documentation requested by TxDOT to complete an investigation, or, upon request by TxDOT, complete an investigation pursuant to the following requirements:

- make a determination as to whether a breach occurred,
- assess the nature and scope of the breach,
- identify TxDOT data that may have been involved in the breach, and
- perform or oversee reasonable measures to restore the security of any TxDOT systems or other information systems that hold TxDOT data that were compromised in the breach to prevent further unauthorized acquisition, release, or use of TxDOT data.

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 9
Measurement and Payment

Item 9, "Measurement and Payment" 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 9.7., "Payment for Extra Work and Force Account Method," the last sentence of the third paragraph is replaced by the following:

If the extra work to be performed has an estimated cost of less than $30,000, submit for approval and payment an invoice of actual cost for materials, equipment, labor, tools, and incidentals necessary to complete the extra work.

Special Provision to Item 292
Asphalt Treatment (Plant-Mixed)

Item 292, “Asphalt Treatment (Plant-Mixed)” of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Section 292.4.11.2.1., “Operational Tolerances.” This Section is voided and replaced by the following.

The Engineer will determine compliance with operational tolerances. The gradation of the aggregate must be within 5.0% of the trial batch gradation and within the master grading limits for the specified grade, except that a tolerance of 2% is allowed on the sieve size for each mixture grade that shows 100% passing in Table 4. The laboratory-molded density must be within 1.0% of the target laboratory-molded density from the mixture design in Section 292.4.3., “Mixture Design.” This may be increased to a maximum of 1.5% of the target laboratory-molded density when shown on the plans or when mutually agreed between the Engineer and the Contractor. The asphalt content must not be less than the minimum asphalt content and not vary by more than 0.5% from the optimum asphalt content determined from the mixture design. The Engineer may suspend production when test results do not meet these operational tolerances.

Special Provision to Item 300
Asphalts, Oils, and Emulsions

Item 300, "Asphalts, Oils, and Emulsions," is amended with respect to the clause cited below. No other clause or requirements of this Item are waived or changed.

Section 300.2.2., Table 3 Polymer-Modified Asphalt Cement has been voided and replaced by the following:

Table 3
Polymer-Modified Asphalt Cement

Property	Test Procedure	Polymer-Modified Viscosity Grade											
		AC-12-5TR		NT-HA[1]		AC-15P		AC-20XP		AC-10-2TR		AC-20-5TR	
		Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
Polymer		TR		–		SBS		SBS		TR		TR	
Polymer content, % (solids basis)	Tex-533-C or Tex-553-C	5.0	–	–	–	3.0	–	–	–	2.0	–	5.0	–
Dynamic shear, G*/sin δ, 82°C, 10 rad/s, kPa	T 315	–	–	1.0	–	–	–	–	–	–	–	–	–
Dynamic shear, G*/sin δ, 64°C, 10 rad/s, kPa	T 315	–	–	–	–	–	–	1.0	–	–	–	1.0	–
Dynamic shear, G*/sin δ, 58°C, 10 rad/s, kPa	T 315	1.0	–	–	–	–	–	–	–	1.0	–	–	–
Viscosity													
140°F, poise	T 202	1,200	–	–	–	1,500	–	2,000	–	1,000	–	2,000	–
275°F, poise	T 202	–	–	–	–	–	8.0	–	–	–	8.0	–	10.0
275°F, Pa-s	T 316	–	–	–	4.0	–	–	–	–	–	–	–	–
Penetration, 77°F, 100 g, 5 sec.	T 49	110	150	–	25	100	150	75	115	95	130	75	115
Elastic recovery, 50°F, %	Tex-539-C	55	–	–	–	55	–	55	–	30	–	55	–
Polymer separation, D, %	Tex-540-C	-10	+10	–	–	-10	+10	-10	+10	-10	+10	-10	+10
Flash point, C.O.C., °F	T 48	425		425		425	–	425	–	425	–	425	–
Dynamic shear (@ 0.2 rad/sec.)													
G*, -18°C MPa	Tex-554-C[2]	–	220	–	–	–	220	–	220	–	220	–	220
δ, -18°C, deg.		22	–	–	–	22	–	22	–	22	–	22	–
Tests on residue from RTFOT aging and pressure aging:	T 240 and R 28												
Creep stiffness	T 313												
S, -18°C, MPa		–	300	–	–	–	300	–	300	–	300	–	300
m-value, -18°C		0.300	–	–	–	0.300	–	0.300	–	0.300	–	0.300	–

1. This is a hot-applied TRAIL product.
2. Bending beam rheometer, BBR (T313) is not required unless the low. temp. DSR (Tex-554-C) do not meet the afore specified requirements. BBR will be used for the acceptance criteria in this instance.

Section 300.2.4., Table 8 Cationic Emulsified Asphalt has been voided and replaced by the following:

Table 8
Cationic Emulsified Asphalt

Property	Test Procedure	Type–Grade							
		Rapid-Setting		Medium-Setting		Slow-Setting			
		CRS-2		CMS-2		CSS-1		CSS-1H	
		Min	Max	Min	Max	Min	Max	Min	Max
Viscosity, Saybolt Furol									
77°F, sec.	T 72	–	–	–	–	20	100	20	100
122°F, sec.		150	400	100	350	–	–	–	–
Sieve test, %	T 59	–	0.1	–	0.1	–	0.1	–	0.1
Cement mixing, %	T 59	–	–	–	–	–	2.0	–	2.0
Coating ability and water resistance:									
Dry aggregate/after spray	T 59	–		Good/Fair		–		–	
Wet aggregate/after spray		–		Fair/Fair		–		–	
Demulsibility, 35 mL of 0.8% Sodium dioctyl sulfosuccinate, %	T 59	70	–	–	–	–	–	–	–
Storage stability, 1 day, %	T 59	–	1	–	1	–	1	–	1
Particle charge	T 59	Positive		Positive		Positive		Positive	
Distillation test:									
Residue by distillation, % by wt.	T 59	65	–	65	–	60	–	60	–
Oil distillate, % by volume of emulsion		–	0.5	–	7	–	0.5	–	0.5
Tests on residue from distillation:									
Penetration, 77°F, 100 g, 5 sec.	T 49	90	160	90	200	90	160	40	110
Solubility, %	T 44	97.5	–	97.5	–	97.5	–	97.5	–
Ductility, 77°F, 5 cm/min., cm	T 51	100	–	100	–	100	–	80	–

Section 300.2.11. This section has been voided and replaced by the following.

2.11 Performance-Graded Binders. Provide PG binders that are smooth and homogeneous, show no separation when tested in accordance with Tex-540-C (i.e., D<10%), and meet the requirements shown in Table 18.

Separation testing is not required if:

- a modifier is introduced separately at the mix plant by injection in either the asphalt line or mixer,
- the binder is blended onsite in continuously agitated tanks, or
- binder acceptance is based on field samples taken from an in-line sampling port at the hot-mix plant after the addition of modifiers.

Table 18
Performance-Graded Binders

Property and Test Method	Performance Grade																		
	PG 58			PG 64				PG 70				PG 76				PG 82			
	-22	-28	-34	-16	-22	-28	-34	-16	-22	-28	-34	-16	-22	-28	-34	-16	-22	-28	
Average 7-day max pavement design temperature, °C[1]	58			64				70				76				82			
Min pavement design temperature, °C[1]	-22	-28	-34	-16	-22	-28	-34	-16	-22	-28	-34	-16	-22	-28	-34	-16	-22	-28	
Original Binder																			
Flash point, T 48, Min, °C	230																		
Viscosity, T 316[2, 3]: Max, 3.0 Pa·s, test temperature, °C	135																		
Dynamic shear, T 315[4]: G*/sin(δ), Min, 1.00 kPa, Max, 2.00 kPa[5], Test temperature @ 10 rad/sec., °C	58			64				70				76				82			
Elastic recovery, D6084, 50°F, % Min[6]	–	–	30	–	–	30	50	–	30	50	60	30	50	60	70	50	60	70	
Rolling Thin-Film Oven (RTFO) (T 240)																			
Mass change, T 240, Max, %	1.0																		
Dynamic shear, T 315: G*/sin(δ), Min, 2.20 kPa, Max, 5.00 kPa[5], Test temperature @ 10 rad/sec., °C	58			64				70				76				82			
MSCR, T350, Recovery, 0.1 kPa, High Temperature, % Min[6]	–	–	20	–	–	20	30	–	20	30	40	20	30	40	50	30	40	50	
Pressure Aging Vessel (PAV) Residue (R 28)																			
PAV aging temperature, °C	100																		
Dynamic shear, T 315 G*.sin(δ), Max, 5,000 kPa (Max, 6,000 kPa for δ ≥42°) Test temperature @ 10 rad/sec., °C	25	22	19	28	25	22	19	28	25	22	19	28	25	22	19	28	25	22	
Dynamic shear, Tex-554-C[7]: G*, Max, 220 MPa δ, min. 22° (Test temperature @ 0.2 rad/sec., °C)	-12	-18	-24	-6	-12	-18	-24	-6	-12	-18	-24	-6	-12	-18	-24	-6	-12	-18	
Creep stiffness, T 313[8,9]: *S*, max, 300 MPa, m-value, Min, 0.300 Test temperature @ 60 sec., °C	-12	-18	-24	-6	-12	-18	-24	-6	-12	-18	-24	-6	-12	-18	-24	-6	-12	-18	
Direct tension, T 314[9] Failure strain, Min, 1.0% Test temperature @ 1.0 mm/min., °C	-12	-18	-24	-6	-12	-18	-24	-6	-12	-18	-24	-6	-12	-18	-24	-6	-12	-18	

1. Pavement temperatures are estimated from air temperatures and using an algorithm contained in a Department-supplied computer program, may be provided by the Department, or may be obtained following the procedures outlined in AASHTO MP 323 and R 25.
2. This requirement may be waived at the Department's discretion if the supplier warrants that the asphalt binder can be adequately pumped, mixed, and compacted at temperatures that meet all applicable safety, environmental, and constructability requirements. At test temperatures where the binder is a Newtonian fluid, any suitable standard means of viscosity measurement may be used, including capillary (T 201 or T 202) or rotational viscometry (T 316).
3. Viscosity at 135°C is an indicator of mixing and compaction temperatures that can be expected in the lab and field. High values may indicate high mixing and compaction temperatures. Additionally, significant variation can occur from batch to batch. Contractors should be aware that variation could significantly impact their mixing and compaction operations. Contractors are therefore responsible for addressing any constructability issues that may arise.
4. For quality control of unmodified asphalt binder production, measurement of the viscosity of the original asphalt binder may be substituted for dynamic shear measurements of G*/sin(δ) at test temperatures where the asphalt is a Newtonian fluid. Any suitable standard means of viscosity measurement may be used, including capillary (T 201 or T 202) or rotational viscometry (T 316).
5. Max values for unaged and RTFO-aged dynamic shear apply only to materials used as substitute binders, as described in Item 341, "Dense-Graded Hot-Mix Asphalt," and Item 344, "Superpave Mixtures."
6. Elastic recovery (D6084) is not required unless MSCR (T 350) is less than the Min % recovery. Elastic recovery will be used for the acceptance criteria in this instance.
7. Bending beam rheometer, BBR (T313) is not required unless the low. temp. DSR (Tex-554-C) do not meet the afore specified requirements. BBR will be used for the acceptance criteria in this instance.
8. Silicone beam molds, as described in AASHTO TP 1-93, are acceptable for use.
9. If creep stiffness is below 300 MPa, direct tension test is not required. If creep stiffness is between 300 and 600 MPa, the direct tension failure strain requirement can be used instead of the creep stiffness requirement. The m value requirement must be satisfied in both cases.

Special Provision to Item 540
Metal Beam Guard Fence

Item 540, "Standard Specification Title" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Section 540.3.2., "Rail Elements," is supplemented with the following:

3.2.1. **Fabrication**. Fabrication plants that produce metal beam guard fence rail elements must be approved in accordance with DMS-7215, "Qualification Procedure for Metal Beam Guard Fence Rail Element Manufacturers." The Department maintains an MPL of approved fabrication plants of metal beam guard fence rail elements.