Control	**0914-00-532**
Project	**C 914-00-532**
Highway	**VA**
County	**TRAVIS**

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	**0914-00-532**
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County	**TRAVIS**

PROPOSAL TO THE TEXAS TRANSPORTATION COMMISSION

2014 SPECIFICATIONS

WORK CONSISTING OF BRIDGE MAINTENANCE

TRAVIS COUNTY, TEXAS

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

This project is to be completed in 80 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:

TWENTY-ONE THOUSAND (Dollars) **($21,000)**

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

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

By signing the proposal the bidder certifies:

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

- **Signed: ****

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

Print Name:

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

Title:

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

Company:

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

- Signatures to comply with Item 2 of the specifications.

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

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

NOTICE TO CONTRACTORS

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

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

TEXAS DEPARTMENT OF TRANSPORTATION

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS,

That we, (Contractor Name) _____

_____

Hereinafter called the Principal, and (Surety Name) _____

_____

a corporation or firm duly authorized to transact surety business in the State of Texas, hereinafter called the Surety, are held and firmly bound unto the Texas Department of Transportation, hereinafter called the 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	**0914-00-532**
Project	**C 914-00-532**
Highway	**VA**
County	**TRAVIS**

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

Signed this _____ Day of _____ 20_____

By: _____

(Contractor/Principal Name)

_____

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

*By: _____

(Surety Name)

_____

(Signature of Attorney-in-Fact)

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

Impressed Surety Seal Only

This form may be removed from the proposal.

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BIDDER'S CHECK RETURN

IMPORTANT

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

NOTE

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

RETURN BIDDERS CHECK TO (PLEASE PRINT):

Control	**0914-00-532**
Project	**C 914-00-532**
Highway	**VA**
County	**TRAVIS**

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

EXAMPLE

Total Bid Amount _____$2,664.00_____

Signed _____
Title _____
Date _____

Additional Signature for Joint Venture:

Signed _____
Title _____
Date _____

EXAMPLE OF BID PRICES SUBMITTED BY COMPUTER PRINTOUT

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.				
	428	6001		PENETRATING CONCRETE SURFACE TREATMENT DOLLARS and CENTS	SY	60,772.000	1
	429	6003		CONC STR REPAIR(DECK REP(PART DEPTH)) DOLLARS and CENTS	SF	438.000	2
	438	6002		CLEANING AND SEALING EXIST JOINTS(CL3) DOLLARS and CENTS	LF	696.000	3
	438	6004		CLEANING AND SEALING EXIST JOINTS(CL7) DOLLARS and CENTS	LF	3,938.000	4
	500	6033		MOBILIZATION (CALLOUT) DOLLARS and CENTS	EA	4.000	5
	502	6001	008	BARRICADES, SIGNS AND TRAFFIC HANDLING DOLLARS and CENTS	MO	5.000	6
	506	6041	002	BIODEG EROSN CONT LOGS (INSTL) (12") DOLLARS and CENTS	LF	500.000	7
	506	6043	002	BIODEG EROSN CONT LOGS (REMOVE) DOLLARS and CENTS	LF	500.000	8
	666	6035	007	REFL PAV MRK TY I (W)8"(SLD)(090MIL) DOLLARS and CENTS	LF	1,850.000	9
	666	6047	007	REFL PAV MRK TY I (W)24"(SLD)(090MIL) DOLLARS and CENTS	LF	72.000	10

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	666	6053	007	REFL PAV MRK TY I (W)(ARROW)(090MIL) DOLLARS and CENTS	EA	4.000	11
	666	6056	007	REFL PAV MRK TY I(W)(DBL ARROW)(090MIL) DOLLARS and CENTS	EA	1.000	12
	666	6077	007	REFL PAV MRK TY I (W)(WORD)(090MIL) DOLLARS and CENTS	EA	4.000	13
	666	6283	007	REF PROF PAV MRK TY I(W)4"(SLD)(090MIL) DOLLARS and CENTS	LF	7,818.000	14
	666	6287	007	REF PROF PAV MRK TY I(Y)4"(SLD)(090MIL) DOLLARS and CENTS	LF	7,488.000	15
	666	6299	007	RE PM W/RET REQ TY I (W)4"(BRK)(090MIL) DOLLARS and CENTS	LF	3,355.000	16
	672	6007		REFL PAV MRKR TY I-C DOLLARS and CENTS	EA	35.000	17
	672	6009		REFL PAV MRKR TY II-A-A DOLLARS and CENTS	EA	45.000	18
	672	6010		REFL PAV MRKR TY II-C-R DOLLARS and CENTS	EA	296.000	19
	6001	6001		PORTABLE CHANGEABLE MESSAGE SIGN DOLLARS and CENTS	DAY	180.000	20
	6185	6002	002	TMA (STATIONARY) DOLLARS and CENTS	DAY	160.000	21

CERTIFICATION OF INTEREST IN OTHER BID PROPOSALS FOR THIS WORK

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

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

_____ YES

_____ NO

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

1. Identify firms which bid as a prime contractor and from which the bidder received quotations for work on this project.
2. Identify all the firms which bid as a prime contractor to which the bidder gave quotations for work on this project.

ENGINEER SEAL

Control **0914-00-532**

Project **C 914-00-532**

Highway **VA**

County **TRAVIS**

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

Adam Richard Ramirez, P.E.

MARCH 12, 2024

GENERAL NOTES: Version: May 1, 2024

GENERAL

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

Bastrop Area Diana.Schulze@txdot.gov
Bastrop Area Tanli.Sun@txdot.gov

Questions and requests for documents will be accepted via the Letting Pre-Bid Q&A web page. All questions and any corresponding responses that are generated will be posted through the same Letting Pre-Bid Q&A web page. This webpage can be accessed from the Notice to Contractors dashboard located at the following Address:
https://tableau.txdot.gov/views/ProjectInformationDashboard/NoticetoContractors

The Letting Pre-Bid Q&A web page for each project can be accessed by using the dashboard to navigate to the project you are interested in by scrolling or filtering the dashboard using the controls on the left. Hover over the blue hyperlink for the project you want to view the Q&A for and click on the link in the window that pops up.

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

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

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

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

Provide a smooth, clean sawcut along the existing asphalt or concrete pavement structure, as directed. Consider subsidiary to the pertinent Items.

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

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

All locations used for storing construction equipment, materials, and stockpiles of any type, within the right of way, will be as directed. Use of right of way for these purposes will be

restricted to those locations where driver sight distance to businesses and side street intersections is not obstructed and at other locations where an unsightly appearance will not exist. The Contractor will not have exclusive use of right of way but will cooperate in the use of the right of way with the city/county and various public utility companies as required.

Coordinate and obtain approval for all bridgework over existing roadways.

During evacuation periods for Hurricane events the Contractor will cooperate with Department for the restricting of Lane Closures and arranging for Traffic Control to facilitate Coastal Evacuation Efforts.

ITEM 5 – CONTROL OF THE WORK

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

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

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

Submittal Contact List

Bastrop Area	Diana.Schulze@txdot.gov	AUS_BA-ShopReview@txdot.gov

ITEM 6 - CONTROL OF MATERIALS

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

The area designated as the potential habitat for the Houston Toad will not be allowed as a source for embankment unless approved by the Engineer. The general area is Bastrop County north of the Colorado River and east of SH 95 unless provided in the plans.

For Federally Funded Contracts, comply with the latest provisions of Build America, Buy America Act (BABA Act) of the Bipartisan Infrastructure Law, by submitting an original of the TxDOT Construction Material Buy America Certification Form for all items classified as construction materials. This form is not required for materials classified as a manufactured product. Refer to the Buy America Material Classification Sheet, located at the following link, for clarification on material categorization. Buy America material classification sheet (txdot.gov)

ITEM 7 – LEGAL RELATIONS AND RESPONSIBILITIES

Roadway closures during key dates and/or special events are prohibited. See notes for Item 502 for the key dates and/or special events.
Refer to the Environmental Permits, Issues and Commitments (EPIC) plan sheets for additional requirements and permits.

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

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

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

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

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

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

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

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

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

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

Equipment is not allowed to access the area below the OHWL. If allowed to access the area below the OHWL, provide a 14 calendar day notice to the Engineer prior to accessing the water with equipment. Provide a sketch of the pad that will be placed in the water to support the equipment. The pad should be made of 3 in. x 5 in. rock or other material that can be removed when the work is complete. All pads thicker than 2 ft. shall be enclosed by portable concrete traffic barrier to help contain the material. This work is subsidiary.

Equipment is not allowed to cross the waterway from bank to bank. If allowed to cross the water, provide a 14 calendar day notice to the Engineer prior to installing a temporary crossing. The crossing shall be constructed in accordance with the AUS district temporary stream crossing detail. Temporary crossing may not remain in place longer than 12 months unless approved by the Engineer. All work that utilizes the temporary crossing must be completed within 12 months. This work is subsidiary.

DSHS Asbestos and Demolition Notification.
Complete and provide the Texas Department of State Health Services (DSHS) notification form to the Engineer and email to AUS_BRG_Notify@txdot.gov at least 30 calendar days prior to bridge removal or renovation for each phase or step of work. Notify the Engineer via email of any changes to the work start and end dates.

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

Migratory Birds and Bats.

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

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

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

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

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

Law Enforcement Personnel.
Submit charge summary and invoices using the Department forms.

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

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

A maximum combined rate of $85 per hour for the law enforcement personnel and the patrol vehicle will be allowed. Any scheduling fee is subsidiary per Standard Specification 502.4.2.
Cancel law enforcement personnel when the event is canceled. Cancellation, minimums or "show up" fees will not be paid when cancellation is made 12 hours prior to beginning of the event. Failure to cancel within 12 hours will not be cause for payment for cancellation, minimums, or "show up" time. Payment of actual "show up" time to the event site due to cancellation will be on a case-by-case basis at a maximum of 2 hours per officer.
Alterations to the cancellation and maximum rate must be approved by the Engineer or pre-determined by official policy of the officer's governing authority.

Houston Toad.
Item 7 – Houston Toad

This project is subject to the following restrictions/requirements due to the presence of the Houston Toad. The limits of the toad restrictions are for the areas within plan location(s): B4

Toad habitat boundaries can be found on the Lost Pines Habitat Conservation Plan Area map shown in this contract.

All workers are required to receive up to 1-hour training prior to working on the jobsite. This training will be conducted on site by a TxDOT representative. Provide 72-hour notice to schedule the training.

No work will occur outside of the period of 30 minutes after sunrise to 30 minutes before sunset each day. Night work will require a 48-hour notice prior to beginning of the work to allow the site to be cleared.
TxDOT will clear the project site daily. Notifications when site is clear will be sent to the project staff. Entry or activity within the work area prior to clearance is not allowed.

A sequence of installation of the Amphibian and Reptiile Exclusion Fence(AREF) to ensure full site containment and permit compliance must be submitted to TxDOT 96 hours prior to begin installation. AREF shall be paid using construction perimeter fence bid Item.

Install (AREF) around the perimeter of the project to impede toads from entering the project. Installation of the fence shall be completed prior to using equipment on the site. Hand clearing to install the fence is subsidiary.

Install other toad BMPs as designated by the plans or Engineer prior to begin work. BMPs related to the toad will be inspected daily. All deficiencies shall be corrected immediately. Failure to correct a toad related BMP within 24 hours will result in stoppage of work.

Toads may inhabit brush piles during non-work hours; therefore, all vegetation shall be removed at the end of each day to a location outside of toad habit.

If any type of toad, amphibian, or reptile found within the project, suspend work within 75 ft. of the toad and notify TxDOT. TxDOT will be responsible for relocation of a toad.

All standing water not located in a waterway shall be removed prior to sunset.

All spills, of any amount, shall be reported to TxDOT. All parked equipment and refuelling shall remain 200 ft. from a waterway.

The Bermuda grass in the seed mix (PLS/acre) will be replaced with 1 lb. Slender Grama (Dilley), 1 lb. Sideoats Grama (Haskell), 0.5 lb. Hairy Grama (Chaparral), 0.25 lb Hooded Windmill Grass (Mariah), 0.25 lb Sand Dropseed (Borden), and 1 lb. Green Sprangletop.

Visually inspect all open holes and trenches for toads prior to backfill. Holes and trenches shall be covered at the end of each work day or when no work is occurring. This work is subsidiary.

All material imported to the project shall be free of fire ants. All existing material with fire ants shall be treated with a granular product to eliminate the fire ants. This work is subsidiary.

If the total rainfall in a 48-hour period is 2 in. or greater, the Contractor must suspend work for 24 hour or ensure that the TxDOT provided monitors will be onsite on a full-time basis for that 24 hour period. Time suspension will not begin until the rain event has ended, and time will not be charged during the suspension. Time charges during the rain event will be in accordance with the contract. If the suspension does not impact the performance of work for 7 hr. between 7:00 A.M and 6:00 P.M., a working day will be charged. The suspension will be non-compensable.

During Prep right of way tree trimming / tree removal operations, no stockpiling, burning or mulching of vegetation will be allowed on the Right of Way within the Houston Toad Habitat. Mulching activities with a bobcat style brush mulcher or similar equipment, will be allowed as approved by the District Biologist to facilitate installation of AREF. All vegetation shall be removed by the end of each day to a location outside of toad habitat to process for final disposal. Trees shall be removed mechanically with equipment, such as a track hoe or grad all. capable of pulling the vegetation straight out of the ground for inspection. To facilitate proper inspection, no dozers, loaders, track loaders, etc. will be allowed to doze down vegetation while preparing the right of way.

Root balls of all vegetation must be removed mechanically. No grinding of stumps will be allowed.
No on or off right of way PSLs for material storage, equipment staging, borrow sites, water sources, etc. will be allowed within the toad habitat boundaries. All materials shall store off the ground and surrounded with AREF. A project PSL shall be enclosed with AREF.

Table HT

Roadway	Limits
FM 2336	East of CR 353 (Herron Trail)
US 290	South of FM 2336 to FM 2104
FM 2104	All
HWY 71	SH 95 to FM 153
SH 95	Old McDade Road to Hwy 71
FM 1441	Peach St. to SH 21
SH 21	SH 95 to Lee County Line
Loop 150	SH 21 to Hwy 71
Park Roads 1A, 1C, 1D, and 1E	All
FM 1624	Highway 21 to Rockdale Street
FM 696	All
FM 112	Milam County Line to FM696
FM 3403	All
HWY 77	HWY 21 N to the Milam County line

Off-system All - East of SH 95 and North of the Colorado River

ITEM 300s – SURFACE COURSES AND PAVEMENTS

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

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

Overlay and seal coat projects must include placement of surface material on the existing mailbox turnouts, including turnouts that are worn paths without a pavement structure. Apply a new surface and material as necessary to create a mailbox turnout with a cross slope that matches the adjacent pavement. Payment of work will be in accordance with the item for the type of material placed.

ITEM 429 - CONCRETE STRUCTURE REPAIR

Repairs shall be as shown on plans and / or as directed by the engineer.

ITEM 502 - BARRICADES, SIGNS, AND TRAFFIC HANDLING

Table 1

Location	Roadway	Limits	Allowable Closure Time
B6	SH 71	SH 304 to Tahitian Drive	8 P to 5 A
H1	IH 35	All (1 lane closed)	9 P to 5 A
T6,T7	LP 1	William Cannon to Parmer Lane	8 P to 5 A
T4,T5	LP 360	All	8 P to 5 A
T8	US 290 W	IH 35 to Nutty Brown Rd	8 P to 5 A
All	Within 200’ of a signalized intersection		9 P to 5 A

Table 2

Location	Roadway	Limits	Allowable Closure Time
B1	FM 969	All	8pm to 5am Sunday thru Thursday
B2	FM 2571	All	Mon - Fri 30 min after sunrise to 30 min before sunset
B3	FM 812	All	8pm to 5am Sunday thru Thursday
B4	FM 696	All	Mon - Fri 9A to 3:30P (To Avoid Peak Traffic Hours)
B5	Colorado Dr (SH 71)	All	Mon - Fri 30 min after sunrise to 30 min before sunset
C1	FM 86	All	Mon - Fri 30 min after sunrise to 30 min before sunset
C2	River Park Rd	All	Mon - Fri 30 min after sunrise to 30 min before sunset
C3	FM 1979	All	Mon - Fri 30 min after sunrise to 30 min before sunset
C4	US 183	All	8pm to 5am Sunday thru Thursday
C5,C6	US 90	All	8pm to 5am Sunday thru Thursday
H1	RM 150	All	9P to 5A (See IH 35 - Table 1)

T1	SH 45	All	8pm to 5am Sunday thru Thursday
T2, T3	SL 1	Areas not listed in Table 1	8pm to 5am Sunday thru Thursday

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

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

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

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

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

Table 4 (Large Events)

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

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

Table 5 (Special Events)

Event	City	Dates
Eaker BBQ Competition	Fredericksburg	March 10, 2024

Sherwood Forest Faire	McDade / Paige	Weekends in March and April
Smithville Jamboree	Smithville	April 4-6, 2024
Two Step Inn	Georgetown	April 20-24, 2024
Wiener Dog Races	Buda	April 27-28, 2024
Founders Day Festival	Dripping Springs	April 26-28, 2024
Red Poppy Festival	Georgetown	April 26-28, 2024
Crawfish Open	Llano	3rd Friday and Saturday in April
Fair and Rodeo	Liberty Hill	May 18, 2023
Founders Day Ceremony	Fredericksburg	2nd Weekend in May
Crawfish Festival	Fredericksburg	Saturday before Memorial Day
Lakefest Boat Races	Marble Falls	June 10-11, 2023
Watermelon Thump	Luling	Last Full Weekend in June
Pie in the Sky	Kyle	Sept 1-2, 2023
Wine and Music Festival	Georgetown	Last Saturday of September
Deer Season Opening Weekend	All Counties in Burnet Area Office	1st Friday and Saturday of Season
Christmas Nights of FBG Lights	Fredericksburg	Nov 21, 2023
Christmas on Mercer	Dripping Springs	Dec 2, 2023
Lady of Guadalupe Procession	Fredericksburg	Dec 12, 2023
Texas State Graduation Fall	San Marcos	TBD
Texas State Graduation Spring	San Marcos	TBD

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

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

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

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

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

For roadways not listed in Table 1: Submit the request a minimum of 48 hours prior to the closure and by the following deadline immediately prior to the closure: 11A on Tuesday or 11A on Friday.
For all roadways: Submit request for traffic detours and full roadway closures 168 hours prior to implementation. Submit request for nighttime work 96 hours to implementation date.

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

Closures that conflict with adjacent contractor will be prioritized according to critical path work per latest schedule. Conflicting critical path or non-critical work will be approved for first LCN

submitted. Denial of a closure due to prioritization or other reasons will not be reason for time suspension, delay, overhead, etc.

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

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

Cover, relocate, or remove existing small, large, and overhead signs that conflict with traffic control. Cover large and overhead signs to remain using latest standard TS-CD. This work is subsidiary.
Install all permanent signs, delineation, and object markers required for the operation of the roadway before opening to traffic. Use of temporary mounts is allowed or may be required until the permanent mounts are installed or not impacted by construction. Maintain the temporary mounts. This work is subsidiary.
Place a 28-inch cone, meeting requirements of BC (10) and Ty III barricades, on top of foundations that have protruding studs. This work is subsidiary.

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

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

Edge condition treatment types must be in accordance with the TxDOT standard. Installation and removal of a safety slope is subsidiary.
To determine a speed limit or an advisory speed limit, submit a request to TxDOT 60 business days prior to manufacture of the sign.

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

The Contractor Force Account “Safety Contingency” that has been established for this project is intended to be utilized for work zone enhancements, to improve the effectiveness of the Traffic Control Plan, that could not be foreseen in the project planning and design stage. These enhancements will be mutually agreed upon by the Engineer and the Contractor’s Responsible Person based on weekly or more frequent traffic management reviews on the project. The Engineer may choose to use existing bid items if it does not slow the implementation of enhancement.

ITEM 506 - TEMPORARY EROSION, SEDIMENTATION, AND ENV CONTROLS

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

Consider the SW3P for this project to consist of the following items, as directed: Biodegradable Erosion Control Logs.

ITEM 666 - RETROREFLECTORIZED PAVEMENT MARKINGS

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

All projects, including resurfacing, must increase center-to-center width for center line markings to 18 in. unless the plans or existing is greater than 18 in.
Place longitudinal markings nightly for IH 35 main lanes or roadways with AADT greater than 100,000. Use of temporary flexible reflective roadway marker tabs is subsidiary and at the Contractor's option. Replace missing or damaged tabs nightly. If using tabs, place longitudinal markings weekly by 5 AM Friday for all weekday work and by 5 AM Monday for all weekend work. Failure to maintain tabs or place longitudinal markings by deadline will require nightly placement of longitudinal markings.

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

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

When using black shadow to cover existing stripe apply a non-retroreflective angular abrasive bead drop. The marking color shall be adjusted to resemble the pavement color. If Item 677 is not used prior to placement of black shadow, scrape the top of the marking with a blade or large piece of equipment unless surface is a seal coat. The scraping of the marking is subsidiary.

ITEM 672 – RAISED PAVEMENT MARKERS

Place Type I-C and II-C-R markers at 40 ft. spacing for all lane lines.

ITEM 6001 – PORTABLE CHANGEABLE MESSAGE SIGN

Provide 2 PCMS. Provide a replacement within 12 hours. PCMS will be available for traffic control, event notices, roadway conditions, service announcements, etc.

Place PCMS 10 calendar days prior to begin work stating "Road Work Begin Soon, Contact 512-321-2195 For Info".

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

ITEM 6185 – TRUCK MOUNTED ATTENUATOR AND TRAILER ATTENUATOR

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

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

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

CONTROL : 0914-00-532
PROJECT : C 914-00-532
HIGHWAY : VA
COUNTY : TRAVIS

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 NOVEMBER 1, 2014. STANDARD SPECIFICATIONS ARE INCORPORATED INTO THE CONTRACT BY REFERENCE.

ITEMS 1 TO 9 INCL., GENERAL REQUIREMENTS AND COVENANTS
ITEM 428 PENETRATING CONCRETE SURFACE TREATMENT (427)
ITEM 429 CONCRETE STRUCTURE REPAIR (421)(431)(440)(780)
ITEM 438 CLEANING AND SEALING JOINTS
ITEM 500 MOBILIZATION
ITEM 502 BARRICADES, SIGNS, AND TRAFFIC HANDLING
ITEM 506 TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS (161)(432)(556)
ITEM 666 RETROREFLECTORIZED PAVEMENT MARKINGS (316)(502)(662)(677)(678)<6438>
ITEM 672 RAISED PAVEMENT MARKERS (677)(678)

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

SPECIAL LABOR PROVISIONS FOR STATE PROJECTS (000---008)
WAGE RATES
SPECIAL PROVISION "NONDISCRIMINATION" (000---002)
SPECIAL PROVISION "SMALL BUSINESS ENTERPRISE IN STATE FUNDED PROJECTS " (000---009)
SPECIAL PROVISION "CERTIFICATE OF INTERESTED PARTIES (FORM 1295)" (000--1019)
SPECIAL PROVISION "SCHEDULE OF LIQUIDATED DAMAGES" (000--1243)
SPECIAL PROVISION "NOTICE OF CONTRACTOR PERFORMANCE EVALUATIONS" (000---659)
SPECIAL PROVISIONS TO ITEM 2 (002---013)(002---014)(002---015)
SPECIAL PROVISIONS TO ITEM 3 (003---011)(003---013)

SPECIAL PROVISIONS TO ITEM 5 (005---002)(005---003)
SPECIAL PROVISIONS TO ITEM 6 (006---001)(006---012)
SPECIAL PROVISIONS TO ITEM 7 (007---004)(007---008)(007---010)
(007---011)(007---013)
SPECIAL PROVISIONS TO ITEM 8 (008---030)(008---033)(008---054)
SPECIAL PROVISIONS TO ITEM 9 (009---010)(009---016)
SPECIAL PROVISION TO ITEM 316 (316---002)
SPECIAL PROVISION TO ITEM 421 (421---012)
SPECIAL PROVISION TO ITEM 427 (427---003)
SPECIAL PROVISION TO ITEM 440 (440---005)
SPECIAL PROVISION TO ITEM 502 (502---008)
SPECIAL PROVISION TO ITEM 506 (506---002)
SPECIAL PROVISION TO ITEM 666 (666---007)
SPECIAL PROVISION TO SPECIAL SPECIFICATION ITEM 6185 (6185--002)

SPECIAL SPECIFICATIONS:

ITEM 6001 PORTABLE CHANGEABLE MESSAGE SIGN
ITEM 6185 TRUCK MOUNTED ATTENUATOR (TMA) AND TRAILER ATTENUATOR (TA)
ITEM 6438 MOBILE RETROREFLECTIVITY DATA COLLECTION FOR PAVEMENT MARKINGS

GENERAL: THE ABOVE-LISTED SPECIFICATION ITEMS ARE THOSE UNDER WHICH

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

Control	**0914-00-532**
Project	**C 914-00-532**
Highway	**VA**
County	**TRAVIS**

SMALL BUSINESS ENTERPRISE REQUIREMENTS

The following goal for small business enterprises is established:

SBE
0.0%

CHILD SUPPORT STATEMENT

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

CONFLICT OF INTEREST CERTIFICATION

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

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

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

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

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

E-VERIFY CERTIFICATION

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

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

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

Certification Regarding Disclosure of Public Information

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

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

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

By entering into Contract, the Contractor agrees to:

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

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

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

CERTIFICATION TO NOT BOYCOTT ISRAEL

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

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

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

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

CERTIFICATION TO NOT BOYCOTT ENERGY COMPANIES

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

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

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

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

CERTIFICATION TO NOT DISCRIMINATE AGAINST FIREARM ENTITIES OR FIREARM TRADE ASSOCIATIONS

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

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

This provision applies to a contract that:

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

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

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

PROHIBITION ON CERTAIN TELECOMMUNICATIONS EQUIPMENT OR SERVICES

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

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

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

- Huawei Technologies Company,
- ZTE Corporation (any subsidiary and affiliate of such entities),
- 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.

Special Provision to Item 000
Special Labor Provisions for State Projects

1. GENERAL

This is a "Public Works" Project, as provided under Government Code Title 10, Chapter 2258, "Prevailing Wage Rates," and is subject to the provisions of the Statute. No provisions in the Contract are intended to be in conflict with the provisions of the Statute.

The Texas Transportation Commission has ascertained and indicated in the special provisions the regular rate of per diem wages prevailing in each locality for each craft or type of worker. Apply the wage rates contained in the specifications as minimum wage rates for the Contract.

2. MINIMUM WAGES, HOURS AND CONDITIONS OF EMPLOYMENT

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

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

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

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

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

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

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

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

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

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

The general rates of per diem wages prevailing in this locality for each class and type of workers whose services are considered necessary to fulfill the Contract are indicated in the special provisions, and these rates govern as minimum wage rates on this Contract. A penalty of $60.00 per calendar day or portion of a calendar day for each worker that is paid less than the stipulated general rates of per diem wages for any work done under the Contract will be deducted. The Department, upon receipt of a complaint by a worker,

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

Notwithstanding any other provision of the Contract, covenant and agree that the Contractor and its subcontractors will pay each of their employees and contract labor engaged in any way in work under the Contract, a wage not less than what is generally known as the “federal minimum wage” as set out in 29 U.S.C. 206 as that Statute may be amended from time to time.

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

3. RECORD AND INSPECTIONS

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

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

- Quantity of piece work performed.
- Price paid per piece-work unit.
- Total hours employed.

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

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

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

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

CLASS. #	CLASSIFICATION DESCRIPTION	ZONE TX02 *(TX20240002)	ZONE TX03 *(TX20240003)	ZONE TX04 *(TX20240004)	ZONE TX05 *(TX20240005)	ZONE TX06 *(TX20240006)	ZONE TX07 *(TX20240007)	ZONE TX08 *(TX20240008)	ZONE TX24 *(TX20240024)	ZONE TX25 *(TX20240025)	ZONE TX27 *(TX20240027)	ZONE TX28 *(TX20240028)	ZONE TX29 *(TX20240029)	ZONE TX30 *(TX20240030)	ZONE TX37 *(TX20240037)	ZONE TX38 *(TX20240038)	ZONE TX42 *(TX20240042)
1380	Milling Machine Operator	$15.54	$14.64	$12.22	$14.29		$14.18			$14.32	$14.35	$12.86			$14.75	$13.53	$12.80
1390	Motor Grader Operator, Fine Grade	$17.49	$16.52	$16.88	$17.12	$18.37	$18.51	$16.69	$16.13	$17.19	$18.35	$17.07	$17.74	$17.47	$17.08	$15.69	$20.01
1393	Motor Grader Operator, Rough	$16.15	$14.62	$15.83	$16.20	$17.07	$14.63	$18.50		$16.02	$16.44	$15.12	$16.85	$14.47	$17.39	$14.23	$15.53
1413	Off Road Hauler			$10.08	$12.26		$11.88			$12.25		$12.23			$13.00	$14.60	
1196	Painter, Structures					$21.29	$18.34						$21.29			$18.62	
1396	Pavement Marking Machine Operator	$16.42		$13.10	$13.55		$19.17	$12.01		$13.63	$14.60	$13.17		$16.65	$10.54	$11.18	$13.10
1443	Percussion or Rotary Drill Operator																
1202	Piledriver															$14.95	
1205	Pipelayer		$11.87	$14.64	$13.17	$11.17	$12.79		$11.37	$13.24	$12.66	$13.24	$11.17	$11.67		$12.12	$14.64
1384	Reclaimer/Pulverizer Operator	$12.85			$11.90		$12.88			$11.01		$10.46					
1500	Reinforcing Steel Worker	$13.50	$14.07	$17.53	$16.17		$14.00			$16.18	$12.74	$15.83		$17.10		$15.15	$17.72
1402	Roller Operator, Asphalt	$10.95		$11.96	$13.29		$12.78	$11.61		$13.08	$12.36	$11.68			$11.71	$11.95	$11.50
1405	Roller Operator, Other	$10.36		$10.44	$11.82		$10.50	$11.64		$11.51	$10.59	$10.30		$12.04	$12.85	$11.57	$10.66
1411	Scraper Operator	$10.61	$11.07	$10.85	$12.88		$12.27		$11.12	$12.96	$11.88	$12.43		$11.22	$13.95	$13.47	$10.89
1417	Self-Propelled Hammer Operator																
1194	Servicer	$13.98	$12.34	$14.11	$14.74		$14.51	$15.56	$13.44	$14.58	$14.31	$13.83		$12.43	$13.72	$13.97	$14.11
1513	Sign Erector																
1708	Slurry Seal or Micro-Surfacing Machine Operator																
1341	Small Slipform Machine Operator									$15.96							
1515	Spreader Box Operator	$12.60		$13.12	$14.71		$14.04			$14.73	$13.84	$13.68		$13.45	$11.83	$13.58	$14.05
1705	Structural Steel Welder															$12.85	
1509	Structural Steel Worker						$19.29									$14.39	
1339	Subgrade Trimmer																
1143	Telecommunication Technician																
1145	Traffic Signal/Light Pole Worker						$16.00										
1440	Trenching Machine Operator, Heavy						$18.48										
1437	Trenching Machine Operator, Light																
1609	Truck Driver Lowboy-Float	$14.46	$13.63	$13.41	$15.00	$15.93	$15.66			$16.24	$16.39	$14.30	$16.62	$15.63	$14.28	$16.03	$13.41
1612	Truck Driver Transit-Mix				$14.14					$14.14							
1600	Truck Driver, Single Axle	$12.74	$10.82	$10.75	$13.04	$11.61	$11.79	$13.53	$13.16	$12.31	$13.40	$10.30	$11.61		$11.97	$11.46	$10.75
1606	Truck Driver, Single or Tandem Axle Dump Truck	$11.33	$14.53	$11.95	$12.95		$11.68		$14.06	$12.62	$11.45	$12.28		$13.08	$11.68	$11.48	$11.10
1607	Truck Driver, Tandem Axle Tractor withSemi Trailer	$12.49	$12.12	$12.50	$13.42		$12.81	$13.16		$12.86	$16.22	$12.50			$13.80	$12.27	$12.50
1441	Tunneling Machine Operator, Heavy																
1442	Tunneling Machine Operator, Light																
1706	Welder		$14.02		$14.86		$15.97		$13.74	$14.84					$13.78		
1520	Work Zone Barricade Servicer	$10.30	$12.88	$11.46	$11.70	$11.57	$11.85	$10.77		$11.68	$12.20	$11.22	$11.51	$12.96	$10.54	$11.67	$11.76

Notes:

*Represents the USDOL wage decision.

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

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

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

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

01/05/2024

Special Provision to Item 000
Nondiscrimination

1. DESCRIPTION

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

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

2. DEFINITION OF TERMS

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

3. NONDISCRIMINATION PROVISIONS

During the performance of this contract, the contractor agrees as follows:

3.1. **Compliance with Regulations**. The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 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, with regard to the work performed by it during the contract, shall 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 shall 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, each potential subcontractor or supplier shall be notified by the contractor 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 shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Texas Department of Transportation 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 shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall 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 shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

- withholding of payments to the contractor under the contract until the contractor complies, and/or
- cancellation, termination or suspension of the contract, in whole or in part.

3.6. **Incorporation of Provisions**. The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: 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
Small Business Enterprise in State Funded Projects

1. DESCRIPTION

The purpose of this Special Provision is to carry out the Texas Department of Transportation's policy of ensuring that Small Business Enterprise (SBE) has an opportunity to participate in the performance of contracts. If the SBE goal is greater than zero, Article A of this Special Provision shall apply to this Contract; otherwise, Article B of this Special Provision applies. The percentage goal for SBE participation in the work to be performed under this contract will be shown in the proposal.

2. DEFINITIONS

Small Business Enterprise (SBE) is a firm (including affiliates) certified by the Department whose annual gross receipts do not exceed the U.S. Small Business Administration's size standards for 4 consecutive years. Firms certified as Historically Underutilized Businesses (HUBs) by the Texas Comptroller of Public Accounts and as Disadvantaged Business Enterprises (DBEs) by the Texas Uniform Certification Program automatically qualify as SBEs.

2.1. **Article A - SBE Goal is Greater than Zero.**

2.1.1. **Policy**. The Department is committed to providing contracting opportunities for small businesses. In this regard, it is the Department's policy to develop and maintain a program in order to facilitate contracting opportunities for small businesses. Consequently, the requirements of the Department's Small Business Enterprise Program apply to this contract as follows:

2.1.1.1. The Contractor shall make a good faith effort to meet the SBE goal for this contract.

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

2.1.1.3. After a conditional award is made to the low bidder, the Department will determine the adequacy of a Contractor's efforts to meet the contract goal, as is outlined under Section 2, "Contractor's Responsibilities." If the requirements of Section 2 are met, the contract will be forwarded to the Contractor for execution.

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

2.1.2. **Contractor's Responsibilities**. These requirements must be satisfied by the Contractor. A SBE Contractor may satisfy the SBE requirements by performing at least 25% of the contract work with its own organization as defined elsewhere in the contract.

2.1.2.1. The Contractor shall submit a completed SBE Commitment Agreement Form for each SBE they intend to use to satisfy the SBE goal so as to arrive in the Department's Office of Civil Rights (OCR) in Austin, Texas not later than 5:00 p.m. on the 10th business day, excluding national holidays, after the conditional award of the contract. When requested, additional time, not to exceed 7 business days, excluding national holidays, may be granted based on documentation submitted by the Contractor.

2.1.2.2. A Contractor who cannot meet the contract goal, in whole or in part, shall document the good faith efforts taken to meet the SBE goal. The Department will consider as good faith efforts all documented explanations

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

2.1.2.2.1. Advertising in general circulation, trade association, and/or minority/women focus media concerning subcontracting opportunities,

2.1.2.2.2. Dividing the contract work into reasonable portions in accordance with standard industry practices,

2.1.2.2.3. Documenting reasons for rejection or meeting with the rejected SBE to discuss the rejection,

2.1.2.2.4. Providing qualified SBEs with adequate information about bonding, insurance, plans, specifications, scope of work, and the requirements of the contract,

2.1.2.2.5. Negotiating in good faith with qualified SBEs, not rejecting qualified SBEs who are also the lowest responsive bidder, and;

2.1.2.2.6. Using the services of available minorities and women, community organizations, contractor groups, local, state and federal business assistance offices, and other organizations that provide support services to SBEs.

2.1.2.3. The good faith effort documentation is due at the time and place specified in Subarticle 2.(a). of this Special Provision. The Director of the DBE & SBE Programs Section will evaluate the Contractor's documentation. If it is determined that the Contractor has failed to meet the good faith effort requirements, the Contractor will be given an opportunity for reconsideration by the Department.

2.1.2.4. Should the bidder to whom the contract is conditionally awarded refuse, neglect or fail to meet the SBE goal and/or demonstrate to the Department's satisfaction sufficient efforts to obtain SBE participation, the proposal guaranty filed with the bid shall become the property of the State, not as a penalty, but as liquidated damages to the Department.

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

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

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

2.1.3. **Eligibility of SBEs.**

2.1.3.1. The Department certifies the eligibility of SBEs.

2.1.3.2. The Department maintains and makes available to interested parties a directory of certified SBEs.

2.1.3.3. Only firms certified at the time of letting or at the time the commitments are submitted are eligible to be used in the information furnished by the Contractor required under Section 2.(a) above.

2.1.3.4. Certified HUBs and DBEs are eligible as SBEs.

2.1.3.5. Small Business Size Regulations and Eligibility is referenced on e-CFR (Code of Federal Regulations), Title 13 – Business Credit and Assistance, Chapter 1 – Small Business Administration, Part 121 – Small Business Size Regulations, Subpart A – Size Eligibility Provisions and Standards.

2.1.4. **Determination of SBE Participation**. SBE participation shall be counted toward meeting the SBE goal in this contract in accordance with the following:

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

2.1.4.2. A SBE Contractor or subcontractor may not subcontract more than 75% of a contract. The SBE shall perform not less than 25% of the value of the contract work with its own organization.

2.1.4.3. A SBE may lease equipment consistent with standard industry practice. A SBE may lease equipment from the prime contractor if a rental agreement, separate from the subcontract specifying the terms of the lease arrangement, is approved by the Department prior to the SBE starting the work in accordance with the following:

2.1.4.3.1. If the equipment is of a specialized nature, the lease may include the operator. If the practice is generally acceptable with the industry, the operator may remain on the lessor's payroll. The operator of the equipment shall be subject to the full control of the SBE, for a short term, and involve a specialized piece of heavy equipment readily available at the job site.

2.1.4.3.2. For equipment that is not specialized, the SBE shall provide the operator and be responsible for all payroll and labor compliance requirements.

2.1.5. **Records and Reports**.

2.1.5.1. The Contractor shall submit monthly reports, after work begins, on SBE payments, (including payments to HUBs and DBEs). The monthly reports are to be sent to the Area Engineer's office. These reports will be due within 15 days after the end of a calendar month.

These reports will be required until all SBE subcontracting or supply activity is completed. The "SBE Progress Report" is to be used for monthly reporting. Upon completion of the contract and prior to receiving the final payment, the Contractor shall submit the "SBE Final Report" to the Office of Civil Rights and a copy to the Area Engineer. These forms may be obtained from the Office of Civil Rights and reproduced as necessary. The Department may verify the amounts being reported as paid to SBEs by requesting, on a random basis, copies of invoices and cancelled checks paid to SBEs. When the SBE goal requirement is not met, documentation supporting Good Faith Efforts, as outlined in Section 2.(b) of this Special Provision, must be submitted with the Final Report.

2.1.5.2. SBE subcontractors and/or suppliers should be identified on the monthly report by SBE certification number, name and the amount of actual payment made to each during the monthly period. **These reports are required regardless of whether or not SBE activity has occurred in the monthly reporting period.**

2.1.5.3. All such records must be retained for a period of 3 years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Department.

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

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

2.2. **Article B - No SBE Goal**.

2.2.1. **Policy**. It is the policy of the Department that SBEs shall have an opportunity to participate in the performance of contracts. Consequently, the requirements of the Department's Small Business Enterprise Program apply to this contract as specified in Section 2-5 of this Article.

2.2.2. **Contractor's Responsibilities**. If there is no SBE goal, the Contractor will offer SBEs an opportunity to participate in the performance of contracts and subcontracts.

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

2.2.4. **Records and Reports**.

2.2.4.1. The Contractor shall submit reports on SBE (including HUB and DBE) payments. The reports are to be sent to the Area Engineer's office. These reports will be due annually by the 31st of August or at project completion, whichever comes first.

These reports will be required until all SBE subcontracting or supply activity is completed. The "SBE Progress Report" is to be used for reporting. Upon completion of the contract and prior to receiving the final payment, the Contractor shall submit the "SBE Final Report" to the Office of Civil Rights and a copy to the Area Engineer. These forms may be obtained from the Office of Civil Rights and reproduced as necessary. The Department may verify the amounts being reported as paid to SBEs by requesting copies of invoices and cancelled checks paid to SBEs on a random basis.

2.2.4.2. SBE subcontractors and/or suppliers should be identified on the report by SBE Certification Number, name and the amount of actual payment made.

2.2.4.3. All such records must be retained for a period of 3 years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Department.

Special Provision 000
Certificate of Interested Parties (Form 1295)

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

- at Contract execution for Contracts awarded by the Commission;
- at Contract execution for Contracts awarded by the District Engineer or Chief Engineer with an award amount of $1,000,000 or more; at any time an existing Contract awarded by the District Engineer or Chief Engineer increases in value to $1,000,000 or more due to changes in the Contract; at any time there is an increase of $1,000,000 or more to an existing Contract (change orders, extensions, and renewals); or
- at any time there is a change to the information in Form 1295, when the form was filed for an existing Contract.

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

Special Provision 000
Important Notice to Contractors

For Dollar Amount of Original Contract		Dollar Amount of Daily Contract Administration Liquidated Damages per Working Day
From More Than	To and including	
0	1,000,000	618
1,000,000	3,000,000	832
3,000,000	5,000,000	940
5,000,000	15,000,000	1317
15,000,000	25,000,000	1718
25,000,000	50,000,000	2411
50,000,000	Over 50,000,000	4265

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

Special Provision 000
Notice of Contractor Performance Evaluations

1. GENERAL

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

2. DEFINITIONS

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

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

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

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

3. CONTRACTOR EVALUATIONS

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

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

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

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

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

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

Follow the escalation ladder if there is a disagreement regarding an evaluation or disposition of a PRP. The Contractor may submit additional documentation pertaining to the dispute. The District Engineer's decision

on a Contractor's evaluation score and recommendation of action required in a PRP or follow up for non-compliance is final.

4. DIVISION OVERSIGHT

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

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

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

5. PERFORMANCE REVIEW COMMITTEE

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

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

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

6. APPEALS PROCESS

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

Special Provision to Item 2
Instructions to Bidders

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

Article 3., "Issuing Proposal Forms," is supplemented by the following:

The Electronic State Business Daily (ESBD), the Integrated Contractor Exchange (iCX) system, and the project proposal are the official sources of advertisement and bidding information for the State and Local Lettings. Bidders should bid the project using the information found therein, including any addenda. These sources take precedence over information from other sources, including TxDOT webpages, which are unofficial and intended for informational purposes only.

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.

Section 2.8.2., "Proposal Guaranty," third paragraph is replaced by the following.

It is the Bidder's responsibility to ensure the electronic bid bond is issued in the name or Department vendor identification numbers of the Bidder or Bidders.

Special Provision to Item 2
Instructions to Bidders

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

Article 2.3., "Issuing Proposal Forms," is supplemented by the following:

- the Bidder or affiliate of the Bidder that was originally determined as the apparent low Bidder on a project but was deemed nonresponsive for failure to register or participate in the Department of Homeland Security's (DHS) E-Verify system as specified in Article 2.15., "Department of Homeland Security (DHS) E-Verify System," is prohibited from rebidding that specific project.

Article 2.7., "Nonresponsive Bid," is supplemented by the following:

- the Bidder failed to participate in the Department of Homeland Security's (DHS) as specified in Article 2.15., "Department of Homeland Security (DHS) E-Verify System."

Article 2.15., "Department of Homeland Security (DHS) E-Verify System," is added.

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

If the apparent low Bidder does not appear in the DHS E-Verify system before award, the Contractor must submit documentation showing that they are compliant within 5 calendar days after bid opening. A Contractor that fails to comply or respond within the deadline will be declared nonresponsive. The Bidder forfeiting the proposal guaranty will not be considered in future proposals for the same work unless there has been a substantial change in the scope of the work.

The Department may recommend that the Commission:

- reject all bids, or
- award the Contract to the new apparent low Bidder, if the Department is able to verify the Bidder's participation in the DHS E-Verify system.

If the Department is unable to verify the new apparent low Bidder's participation in the DHS E-Verify system:

- the new apparent low Bidder will not be deemed nonresponsive,
- the new apparent low Bidder's guaranty will not be forfeited,
- the Department will reject all bids,
- the new apparent low Bidder will remain eligible to receive future proposals for the same project, and
- the proposal guaranty of the original low bidder will become the property of the State, not as a penalty, but as liquidated damages.

Special Provision to Item 3
Award and Execution Contract

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

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

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

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

For a routine maintenance Contract, do not begin work until a certificate of insurance showing coverages in accordance with the Contract requirements is provided and accepted.

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 4.3 "Insurance" is being amended by the following:

Table 2
Insurance Requirements

Type of Insurance	Amount of Coverage
Commercial General Liability Insurance	Not Less Than: $600,000 each occurrence
Business Automobile Policy	Not Less Than: $600,000 combined single limit
Workers' Compensation	Not Less Than: Statutory
All Risk Builder's Risk Insurance (For building-facilities contracts only)	100% of Contract Price

Special Provision to Item 5
Control of the Work

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

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

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

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

The Engineer will pursue and document actions against the Contractor as warranted to address Contract performance issues. Contract remedies include, but are not limited to, the following:

- conducting interim performance evaluations requiring a Project Recovery Plan, in accordance with Title 43, Texas Administrative Code (TAC) §9.23,
- requiring the Contractor to remove and replace defective work, or reducing payment for defective work,
- removing an individual from the project,
- suspending the work without suspending working day charges,
- assessing standard liquidated damages to recover the Department's administrative costs, including additional project-specific liquidated damages when specified in the Contract in accordance with 43 TAC §9.22,
- withholding estimates,
- declaring the Contractor to be in default of the Contract, and
- in case of a Contractor's failure to meet a Project Recovery Plan, referring the issue directly to the Performance Review Committee for consideration of further action against the Contractor in accordance with 43 TAC §9.24.

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

Follow the issue escalation ladder if there is disagreement regarding the application of Contract remedies.

Special Provision to Item 5
Control of the Work

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

Article 5.4, “Coordination of Plans, Specifications, and Special Provisions,” the last sentence of the last paragraph is replaced by the following:

Failure to promptly notify the Engineer will constitute a waiver of all contract claims against the Department for misunderstandings or ambiguities that result from the errors, omissions, or discrepancies.

Special Provision to Item 6
Control of Materials

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

Article 4., "Sampling, Testing, and Inspection," is supplemented by the following:

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

If the Contractor chooses a Department-selected CL for any Table 1 sampling and testing:

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

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

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

Other project-level Guide Schedule sampling and testing not shown on Table 1 will be the responsibility of the Department.

Table 1
Select Guide Schedule Sampling and Testing (Note 1)

TxDOT Test	Test Description	Turn-Around Time (Calendar days)
SOILS/BASE		
Tex-101-E	Preparation of Soil and Flexible Base Materials for Testing (included in other tests)	
Tex-104-E	Liquid Limit of Soils (included in 106-E)	
Tex-105-E	Plastic Limit of Soils (included in 106-E)	
Tex-106-E	Calculating the Plasticity Index of Soils	7
Tex-110-E	Particle Size Analysis of Soils	6
Tex-113-E	Moisture-Density Relationship of Base Materials	7
Tex-114-E	Moisture-Density Relationship of Subgrade and Embankment Soil	7
Tex-115-E	Field Method for In-Place Density of Soils and Base Materials	2
Tex-116-E	Ball Mill Method for the Disintegration of Flexible Base Material	5
Tex-117-E, Part II	Triaxial Compression Tests For Disturbed Soils and Base Materials (Part II)	6
Tex-113-E **w/** Tex-117-E	Moisture-Density Relationship of Base Materials **with** Triaxial Compression Tests For Disturbed Soils and Base Materials (Part II)	10
Tex-140-E	Measuring Thickness of Pavement Layer	2
Tex-145-E	Determining Sulfate Content in Soils - Colorimetric Method	4
HOT MIX ASPHALT		
Tex-200-F	Sieve Analysis of Fine and Coarse Aggregate (dry, from ignition oven with known correction factors)	1 (Note 2)
Tex-203-F	Sand Equivalent Test	3
Tex-206-F, **w/** Tex-207-F, Part I, **w/** Tex-227-F	**(Lab-Molded Density of Production Mixture – Texas Gyratory)** Method of Compacting Test Specimens of Bituminous Mixtures **with** Density of Compacted Bituminous Mixtures, Part I - Bulk Specific Gravity of Compacted Bituminous Mixtures, **with** Theoretical Maximum Specific Gravity of Bituminous Mixtures	1 (Note 2)
Tex-207-F, Part I **&/or** Part VI	**(In-Place Air Voids of Roadway Cores)** Density of Compacted Bituminous Mixtures, Part I- Bulk Specific Gravity of Compacted Bituminous Mixtures **&/or** Part VI - Bulk Specific Gravity of Compacted Bituminous Mixtures Using the Vacuum Method	1 (Note 2)
Tex-207-F, Part V	Density of Compacted Bituminous Mixtures, Part V- Determining Mat Segregation using a Density-Testing Gauge	3
Tex-207-F, Part VII	Density of Compacted Bituminous Mixtures, Part VII - Determining Longitudinal Joint Density using a Density-Testing Gauge	4
Tex-212-F	Moisture Content of Bituminous Mixtures	3
Tex-217-F	Deleterious Material and Decantation Test for Coarse Aggregate	4
Tex-221-F	Sampling Aggregate for Bituminous Mixtures, Surface Treatments, and LRA (included in other tests)	
Tex-222-F	Sampling Bituminous Mixtures (included in other tests)	
Tex-224-F	Determination of Flakiness Index	3
Tex-226-F	Indirect Tensile Strength Test (production mix)	4
Tex-235-F	Determining Draindown Characteristics in Bituminous Materials	3
Tex-236-F (Correction Factors)	Asphalt Content from Asphalt Paving Mixtures by the Ignition Method (Determining Correction Factors)	4
Tex-236-F	Asphalt Content from Asphalt Paving Mixtures by the Ignition Method (Production Mixture)	1 (Note 2)
Tex-241-F **w/** Tex-207-F, Part I, **w/** Tex-227-F	**(Lab-Molded Density of Production Mixture – Superpave Gyratory)** Superpave Gyratory Compacting of Specimens of Bituminous Mixtures (production mixture) **with** Density of Compacted Bituminous Mixtures, Part I- Part I - Bulk Specific Gravity of Compacted Bituminous Mixtures, **with** Theoretical Maximum Specific Gravity of Bituminous Mixtures	1 (Note 2)
Tex-242-F	Hamburg Wheel-Tracking Test (production mix, molded samples)	3
Tex-244-F	Thermal Profile of Hot Mix Asphalt	1
Tex-246-F	Permeability of Water Flow of Hot Mix Asphalt	3
Tex-280-F	Flat and Elongated Particles	3
Tex-530-C	Effect of Water on Bituminous Paving Mixtures (production mix)	4

AGGREGATES		
Tex-400-A	Sampling Flexible Base, Stone, Gravel, Sand, and Mineral Aggregates	3
Tex-410-A	Abrasion of Coarse Aggregate Using the Los Angeles Machine	5
Tex-411-A	Soundness of Aggregate by Use of Sodium Sulfate or Magnesium Sulfate	12
Tex-461-A	Degradation of Coarse Aggregate by Micro-Deval Abrasion	5
CHEMICAL		
Tex-612-J	Acid Insoluble Residue for Fine Aggregate	4
GENERAL		
HMA Production Specialist [TxAPA – Level 1-A] ($/hr)		
HMA Roadway Specialist [TxAPA – Level 1-B] ($/hr)		
Technician Travel/Standby Time ($/hr)		
Per Diem ($/day – meals and lodging)		
Mileage Rate ($/mile from closest CL location)		

Note 1– Turn-Around Time includes test time and time for travel/sampling and reporting.
Note 2 – These tests require turn-around times meeting the governing specifications. Provide test results within the stated turn-around time. CL is allowed one additional day to provide the signed and sealed report.

Special Provision to Item 6
Control of Materials

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

Article 6.10., "Hazardous Materials," is voided and replaced by the following:

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

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

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

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

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

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

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

Painted steel to be retained by the Department will be shown on the plans. For painted steel that contains hazardous materials, dispose of the painted steel at a steel recycling or smelting facility unless otherwise shown on the plans. Maintain and make available to the Engineer invoices and other records obtained from the facility showing the received weight of the steel and the facility name. Dispose of steel that does not contain hazardous material coatings in accordance with federal, state and local regulations.

10.2. Asbestos Requirements. The plans will indicate locations or elements where asbestos containing materials (ACM) are known to be present. Where ACM is known to exist or where previously unknown ACM has been found, the Department will arrange for abatement by a separate contractor prior to or during the Contract. Notify the Engineer of proposed dates of demolition or removal of structural elements with ACM at least 60 days before beginning work to allow the Department sufficient time for abatement.

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

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

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

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

Special Provision to Item 7
Legal Relations and Responsibilities

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

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

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

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

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

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

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

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

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

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

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

being responsible for TPDES GP TXR 150000 requirements for on- right of way and off- right of way PSL's. Adhere to all requirements of the SWP3 as shown on the plans.

Special Provision to Item 7
Legal Relations and Responsibilities

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

Section 19.1., Minimum Wage Requirements for Federally Funded Contracts. The second paragraph is voided and replaced by the following:

Submit electronic payroll records to the Engineer using the Department's payroll system.

Section 19.2., Minimum Wage Requirements for State Funded Contracts. The second paragraph is voided and replaced by the following:

Submit electronic payroll records to the Engineer using the Department's payroll system.

Special Provision to Item 7
Legal Relations and Responsibilities

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

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

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

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

- dates or events as shown on the plans, and
- other dates as directed.

Special Provision to Item 007
Legal Relations and Responsibilities

Item 7, "Legal Relations and Responsibilities," of the Standard Specifications is amended with respect to the clauses cited below.

Section 2.6., "Barricades, Signs, and Traffic Handling," the first paragraph is voided and replaced by the following:

2.6. **Barricades, Signs, and Traffic Handling.** Comply with the requirements of Item 502 "Barricades, Signs, and Traffic Handling," and as directed. Provide traffic control devices that conform to the details shown on the plans, the TMUTCD, and the Department's Compliant Work Zone Traffic Control Device List maintained by the Traffic Safety Division. When authorized or directed, provide additional signs or traffic control devices not required by the plans.

Section 2.6.1., "Contractor Responsible Person and Alternative," is voided and replaced by the following:

2.6.1. **Contractor Responsible Person and Alternative.** Designate in writing, a Contractor's Responsible Person (CRP) and an alternate to be the representative of the Contractor who is responsible for taking or directing corrective measures regarding the traffic control. The CRP or alternate must be accessible by phone 24 hr. per day and able to respond when notified. The CRP and alternate must comply with the requirements of Section 2.6.5., "Training."

Section 2.6.2, "Flaggers," the first paragraph is voided and replaced by the following:

2.6.2. **Flaggers.** Designate in writing, a flagger instructor who will serve as a flagging supervisor and is responsible for training and assuring that all flaggers are qualified to perform flagging duties. Certify to the Engineer that all flaggers will be trained and make available upon request a list of flaggers trained to perform flagging duties.

Section 2.6.5, "Training," is voided and replaced by the following:

2.6.5. **Training.** Train workers involved with the traffic control using Department-approved training as shown on the "Traffic Control Training" Material Producer List.

Coordinate enrollment, pay associated fees, and successfully complete Department-approved training or Contractor-developed training. Training is valid for the period prescribed by the provider. Except for law enforcement personnel training, refresher training is required every 4 yr. from the date of completion unless otherwise specified by the course provider. The Engineer may require training at a frequency instead of the period prescribed based on the Department's needs. Training and associated fees will not be measured or paid for directly but are considered subsidiary to pertinent Items.

Certify to the Engineer that workers involved in traffic control and other work zone personnel have been trained and make available upon request a copy of the certification of completion to the Engineer. Ensure the following is included in the certification of completion:

- name of provider and course title,
- name of participant,
- date of completion, and
- date of expiration.

Where Contractor-developed training or a Department-approved training course does not produce a certification, maintain a log of attendees. Make the log available upon request. Ensure the log is legible and includes the following:

- printed name and signature of participant,
- name and title of trainer, and
- date of training.

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

2.6.5.1.1. **Flagger Training Minimum Requirements.** A Contractor's certified flagging instructor is permitted to train other flaggers.

2.6.5.1.2. **Optional Contractor-developed Training for Other Work Zone Personnel.** For other work zone personnel, the Contractor may provide training meeting the curriculum shown below instead of Department-approved training.

Minimum curriculum for Contractor-provided training is as follows:

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

- The Life You Save May Be Your Own (or other similar company safety motto).
- Purpose of the training.
  - It's the Law.
  - To make work zones safer for workers and motorist.
  - To understand what is needed for traffic control.
  - To save lives including your own.
- Personal and Co-Worker Safety.
  - **High Visibility Safety Apparel.** Discuss compliant requirements; inspect regularly for fading and reduced reflective properties; if night operations are required, discuss the additional and appropriate required apparel in addition to special night work risks; if moving operations are underway, discuss appropriate safety measures specific to the situation and traffic control plan.
  - **Blind Areas.** A blind area is the area around a vehicle or piece of construction equipment not visible to the operators, either by line of sight or indirectly by mirrors. Discuss the "Circle of Safety" around equipment and vehicles; use of spotters; maintain eye contact with equipment operators; and use of hand signals.
  - **Runovers and Backovers.** Remain alert at all times; keep a safe distance from traffic; avoid turning your back to traffic and if you must then use a spotter; and stay behind protective barriers, whenever possible. Note: It is not safe to sit on or lean against a concrete barrier, these barriers can deflect four plus feet when struck by a vehicle.
  - Look out for each other, warn co-workers.
  - Be courteous to motorists.
  - Do not run across active roadways.
  - Workers must obey traffic laws and drive courteously while operating vehicles in the work zones.
  - Workers must be made aware of company distracted driving policies.
- **Night Time Operations.** Focus should be placed on projects with a nighttime element.

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

Special Provision to Item 7
Legal Relations and Responsibilities

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

Article 7.20., "Security Incidents," is added**.**

20.1. **Reporting of Security Incidents.** Immediately notify the Department's Cyber Security Operations Center (CSOC) via the Report Cybersecurity Incident Page on www.txdot.gov, of any potential cybersecurity incident or breach involving Department data**.** A breach of system security is the unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information maintained by a person, including data that is encrypted if the person accessing the data has the key required to decrypt the data.

20.2. **Liability for costs incurred.** The Department reserves the right to hold the Contractor liable for all costs incurred by the Department to resolve a security incident introduced by the Contractor, their Subcontractors, or their Suppliers.

Special Provision to Item 8
Prosecution and Progress

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

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

The Contractor certifies by signing the Contract that the Contractor will not enter into any subcontract with a subcontractor that is not registered in the Department of Homeland Security's (DHS) E-Verify system. Require that all subcontractors working on the project register and require that all subcontractors remain active in the DHS E-Verify system until their work is complete on the project.

Special Provision to Item 8
Prosecution and Progress

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

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

If it is determined after the Contractor is declared in default, that the Contractor was not in default, the rights and obligations of all parties will be the same as if termination had been issued for the convenience of the public as provided in Article 8.8 "Termination of Contract."

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 3., "Computation of Contract Time for Completion." The second paragraph is voided and replaced by the following:

The development of the conceptual time determination is intended to establish the number of working days on the Contract. Upon request, the Engineer will provide the conceptual time determination schedule to the Contractor for informational purposes only. The schedule assumes generic resources, production rates, sequences of construction, and average weather conditions based on historic data. Schedule labor, equipment, procurement of materials, subcontractor work, and all other necessary means to prosecute the work within the number of working days specified by the Contract.

Special Provision to Item 009
Measurement and Payment

Item 009 "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 9.5., "PROGRESS PAYMENTS" is supplemented with the following:

It is the Department's desire to pay a Contractor for work through the last working day of the month; however, the use of early cut-off dates for monthly estimates and MOH is a project management practice to manage workload at the Area Office level. Approval for using early cut-off dates is at the District's discretion. The earliest cut-off date for estimates is the 25th of the month.

Article 9.6., "PAYMENT FOR MATERIAL ON HAND (MOH)" first paragraph is amended as follows:

If payment for MOH is desired, request compensation for the invoice cost of acceptable nonperishable materials that have not been used in the work before the request, and that have been delivered to the work location or are in acceptable storage places. Nonperishable materials are those that do not have a shelf life or whose characteristics do not materially change when exposed to the elements. Include only materials that have been sampled, tested, approved, or certified, and are ready for incorporation into the work. Only materials which are completely constructed or fabricated on the Contractor's order for a specific Contract and are so marked and on which an approved test report has been issued are eligible. Payment for MOH may include the following types of items: concrete traffic barrier, precast concrete box culverts, concrete piling, reinforced concrete pipe, and illumination poles. Any repairs required after fabricated materials have been approved for storage will require approval of the Engineer before being made and will be made at the Contractor's expense. Include only those materials and products, when cumulated under an individual item or similar bid items, that have an invoice cost of at least $1,000 in the request for MOH payment (e.g. For MOH eligibility, various sizes of conductor are considered similar bid items and may be cumulated to meet the threshold; for small roadside signs, the sign supports, mounting bolts, and the sign face is considered one bid item or similar bid items for more than one pay item for sign supports.) Requests for MOH are to be submitted at least two days before but not later than the estimate cutoff date unless otherwise agreed. If there is a need to request MOH after the established cut-off date, the district can make accommodation as the need arises. This needed accommodation is to be the exception, though, and not the rule.

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.

Section 7.1.4.3., "Standby Equipment Costs," is voided and replaced by the following:

7.1.4.3. **Standby Equipment Costs.** Payment for standby equipment will be made in accordance with Section 9.7.1.4., "Equipment." The 15% markup will be paid when standby is associated with extra work but will not be paid when standby is associated with damages.

Section 7.1.4.3.1., "Contractor-Owned Equipment," is voided and replaced by the following:

7.1.4.3.1. **Contractor-Owned Equipment**. For Contractor-owned equipment:

- Standby will be paid at 50% of the monthly Rental Rate Blue Book rate after the regional and age adjustment factors have been applied. Operating costs will not be allowed. Calculate the standby rate as follows.

  Standby rate = (FHWA hourly rate - operating costs) × 50%

- If an hourly rate is needed, divide the monthly Rental Rate Blue Book rate by 176.
- No more than 8 hr. of standby will be paid during a 24-hr. day period, nor more than 40 hr. per week.
- Standby costs will not be allowed during periods when the equipment would have otherwise been idle.

Special Provision to Item 316
Seal Coat

Item 316, "Seal Coat" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Section 4.8, "Asphalt Placement" is supplemented by the following:

4.8.5. Collect all samples in accordance with Tex-500-C, "Sampling Bituminous Materials, Pre-Molded Joint Fillers, and Joint Sealers" from the distributor and with witness by the Engineer.

At least once per project, collect split samples of each binder grade and source used. The Engineer will submit one split sample to MTD for testing and retain the other split sample.

In addition, collect one sample of each binder grade and source used on the project for each production day. The Engineer will retain these samples.

The Engineer will keep all retained samples for one yr., for hot-applied binders and cutback asphalts; or for two mo., for emulsified asphalts. The Engineer may submit retained samples to MTD for testing as necessary or as requested by MTD.

Special Provision to Item 421
Hydraulic Cement Concrete

Item 421, "Hydraulic Cement Concrete" 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 421.2., "Materials," the second sentence of the first paragraph is voided and replaced by the following.

Provide aggregates from sources listed in the Department's Concrete Rated Source Quality Catalog (CRSQC).

Article 421.2.2., Supplementary Cementing Materials (SCM), is voided and replaced with the following.

Supplementary Cementitious Materials (SCM).

- **Coal Ash**. Furnish sources of fly ash, , Modified fly ash (MFA), harvested coal ash, and Ground Bottom Ash (GBA) conforming to DMS-4610, "Coal Ash."
- **Slag Cement**. Furnish Slag Cement in accordance with DMS-4620, "Slag Cement."
- **Silica Fume**. Furnish silica fume in accordance with DMS-4630, "Silica Fume."
- **Natural Pozzolans**. Furnish Natural Pozzolans in accordance with DMS-4635, "Natural Pozzolans."

Article 421.3.1.3., "Agitators and Truck and Stationary Mixers," the first paragraph is voided and replaced by the following.

Provide stationary and truck mixers capable of combining the ingredients of the concrete into a thoroughly mixed and uniform mass and capable of discharging the concrete so that the requirements of Tex-472-A are met.

Article 421.3.1.3., "Agitators and Truck and Stationary Mixers," is supplemented with the following.

Truck mixers with automated water and chemical admixture measurement and slump and slump flow monitoring equipment meeting the requirement of ASTM C94 will be allowed. Provide data every 6 mo. substantiating the accuracy of slump, slump flow, temperature, water, and chemical admixture measurements. The slump measured by the automated system must be within 1 in. of the slump measured in accordance with Tex-415-A. The concrete temperature measured by the automated system must be within 1°F of concrete temperature measured in accordance with Tex-422-A. The Engineer will not use the automated measurements for acceptance.

Article 421.4.2., "Mix Design Proportioning," Table 8 is voided and replaced by the following.

Table 8
Concrete Classes

Class of Concrete	Design Strength,[1] Min f'_c (psi)	Max w/cm Ratio	Coarse Aggregate Grades[2,3,4]	Cement Types	Mix Design Options	Exceptions to Mix Design Options	General Usage[5]
A	3,000	0.60	1–4, 8	I, II, I/II, IL, IP, IS, IT, V	1, 2, 4, & 7	When the cementitious material content does not exceed 520 lb./cu. yd., any coal ash or natural pozzolan listed in the MPL may be used at a cement replacement of 20% to 50%.	Curb, gutter, curb & gutter, conc. retards, sidewalks, driveways, back-up walls, anchors, non-reinforced drilled shafts
B	2,000	0.60	2–7				Riprap, traffic signal controller foundations, small roadside signs, and anchors
C[6]	3,600	0.45	1–6	I, II, I/II, IP, IL, IS, IT, V	1–8		Drilled shafts, bridge substructure, traffic rail, culverts except top slab of direct traffic culverts, headwalls, wing walls, inlets, manholes, traffic barrier
E	3,000	0.50	2–5	I, II, I/II, IL, IP, IS, IT, V	1–8	When the cementitious material content does not exceed 520 lb./cu. yd., any coal ash or natural pozzolan listed in the MPL may be used at a cement replacement of 20% to 50%.	Seal concrete
F[6]	Note[7]	0.45	2–5	I, II, I/II, IP, IL, IS, IT, V			Railroad structures; occasionally for bridge piers, columns, bents, post-tension members
H[6]	Note[7]	0.45	3–6	I, II, I/II, III, IP, IL, IS, IT, V	1–4, 8	Mix design options 1-8 allowed for cast-in-place concrete and the following precast elements unless otherwise stated in the plans: ■ Bridge Deck Panels, ■ Retaining Wall Systems, ■ Coping, ■ Sound Walls, ■ Wall Columns, ■ Traffic Rail, ■ Traffic Barrier, ■ Long/Arch Span Culverts, and ■ precast concrete products included in Item 462, "Concrete Box Culverts and Drains, Item 464, "Reinforced Concrete Pipe," and Item 465, "Junction Boxes, Manholes, and Inlets." Do not use Type III cement in mass placement concrete. Up to 20% of blended cement may be replaced with listed SCMs when Option 4 is used for precast concrete. Options 6, & 7 allowed for cast-in-place Class H concrete.	Precast concrete, post-tension members
S[6]	4,000	0.45	2–5	I, II, I/II, IP, IL, IS, IT, V	1–8		Bridge slabs, top slabs of direct traffic culverts, approach slabs

Class of Concrete	Design Strength,[1] Min f'_c (psi)	Max w/cm Ratio	Coarse Aggregate Grades[2,3,4]	Cement Types	Mix Design Options	Exceptions to Mix Design Options	General Usage[5]
P	See Item 360, "Concrete Pavement."	0.50	2–3	I, II, I/II, IL, IP, IS, IT, V	1–8	When the cementitious material content does not exceed 520 lb./cu. yd., any coal ash or natural pozzolan listed in the MPL's may be used at a cement replacement of 20% to 50%.	Concrete pavement
CO[6]	4,600	0.40	6	I, II, I/II, IP, IL, IS, IT, V	1–8		Bridge deck concrete overlay
LMC[6]	4,000	0.40	6–8				Latex-modified concrete overlay
SS[6]	3,600	0.45	4–6		1-8	Use a Min cementitious material content of 658 lb./cu. yd. of concrete. Limit the alkali loading to 4.0 lbs./cu. yd. or less when using Option 7.	Slurry displacement shafts, underwater drilled shafts
K[6]	Note[7]	0.40	Note[7]	I, II, I/II, III IP, IL, IS, IT, V	1-8		Note[7]
HES	Note[7]	0.45	Note[7]	I, IL, II, I/II, III		Mix design options do not apply. 700 lb. of cementitious material per cubic yard limit does not apply.	Concrete pavement, concrete pavement repair
"X" (HPC) [6,8,9]	Note[10]	0.45	Note[10]	I, II, I/II, III IP, IL, IS, IT, V	1–4, & 8	Max coal ash replacement for Option 3 may be increased to 50%. Up to 20% of a blended cement may be replaced with listed SCMs for Option 4. Do not use Option 8 for precast concrete.	
"X" (SRC) [6,8,9]	Note[10]	0.45	Note[10]	I/II, II, IP, IL (MS or HS), IS, IT (MS or HS), V	1–4, & 7	When using coal ash, only use coal ashes allowed for SRC as listed in the Coal Ash MPL. Type III-MS may be used where allowed. Type I, Type IL, and Type III cements may be used when natural pozzolans are used or when coal ashes allowed for SRC as listed in the Coal Ash MPL are used, and with a Max w/cm of 0.40. Up to 20% of blended cement may be replaced with listed SCMs when Option 4 is used for precast concrete. Use Option 7 for precast concrete where allowed.	

1. Design strength must be attained within 56 days.
2. Do not use Grade 1 coarse aggregate except in massive foundations with 4 in. Min clear spacing between reinforcing steel bars, unless otherwise permitted. Do not use Grade 1 aggregate in drilled shafts.
3. Use Grade 8 aggregate in extruded curbs unless otherwise approved.
4. Other grades of coarse aggregate maybe used in non-structural concrete classes when allowed by the Engineer.
5. For information only.
6. Structural concrete classes.
7. As shown on the plans or specified.
8. "X" denotes class of concrete shown on the plans or specified.
9. (HPC): High Performance Concrete, (SRC): Sulfate Resistant Concrete.
10. Same as class of concrete shown on the plans.

Article 421.4.2.2., "Aggregates," is supplemented by the following.

Use the following equation to determine if the aggregate combination meets the sand equivalency requirement when blending fine aggregate or using an intermediate aggregate:

$$\frac{(SE_1 \times P_1)+(SE_2 \times P_2)+(SE_{ia} \times P_{ia})}{100} \geq 80\%$$

where:
SE_1 = sand equivalency (%) of fine aggregate 1
SE_2 = sand equivalency (%) of fine aggregate 2
SE_{ia} = sand equivalency (%) of intermediate aggregate passing the 3/8 in. sieve
P_1 = percent by weight of fine aggregate 1 of the fine aggregate blend
P_2 = percent by weight of fine aggregate 2 of the fine aggregate blend
P_{ia} = percent by weight of intermediate aggregate passing the 3/8 in. sieve

Article 421.4.2.3., Chemical Admixtures," the second paragraph is voided and replaced with the following.

Use a 30% calcium nitrite solution when a corrosion-inhibiting admixture is required. Dose the admixture at the rate of gallons of admixture per cubic yard of concrete shown on the plans. Use set retarding admixtures, as needed, to control setting time to ensure concrete containing corrosion inhibiting admixtures remain workable for the entire duration of the concrete placement. Perform setting time testing and slump loss testing during trial batch testing.

Article 421.4.2.5., "Slump," the second paragraph is voided and not replaced. Table 9 is voided and replaced with below:

Table 9
Placement Slump Requirements

General Usage	Placement Slump Range,[1,2] in.
Walls (over 9 in. thick), caps, columns, piers	3 – 7
Bridge slabs, top slabs of direct traffic culverts, approach slabs, concrete overlays, latex-modified concrete for bridge deck overlays	3 – 6
Inlets, manholes, walls (less than 9 in. thick), bridge railing, culverts, concrete traffic barrier, concrete pavement (formed)	4 – 6
Precast concrete	4 – 9
Underwater concrete placements	6 – 8-1/2
Drilled shafts, slurry displaced and underwater drilled shafts	See Item 416, "Drilled Shaft Foundations."
Curb, gutter, curb and gutter, concrete retards, sidewalk, driveways, seal concrete, anchors, riprap, small roadside sign foundations, concrete pavement repair, concrete repair	As approved

1. Max slump values may be increase above these values shown using chemical admixtures, provided the admixture treated concrete has the same or lower water-to-cementitious ratio and does not exhibit segregation or excessive bleeding. Request approval to increase slump limits in advance for proper evaluation by the Engineer.
2. For fiber reinforced concrete, perform slump before addition of fibers.

Article 421.4.2.6., "Mix Design Options," is voided and replaced with the following.

Option 1. Replace cement with at least the minimum dosage listed in the MPL for the coal ash or natural pozzolan used in the mixture. Do not replace more than 50% of the cement. Conduct Option 8 testing as listed on the MPL.

Option 2. Replace 35% to 50% of the cement with slag cement.

Option 3. Replace 35% to 50% of the cement with a combination of coal ash, slag cement, natural pozzolan, or at least 3% silica fume; however, no more than 10% may be silica fume.

Option 4. Use Type IP, Type IS, or Type IT cement as allowed in Table 8 for each class of concrete. When replacing blended cements with additional SCM's, the replacement limits in Option 3 will apply to the final cementitious mixture. When using coal

ash or natural pozzolans not having a minimum dosage listed in the MPL in the final cementitious mixture, perform Option 8 testing.

Option 5. Option 5 is left intentionally blank.

Option 6. Use a lithium nitrate admixture at a minimum dosage determined by testing conducted in accordance with Tex-471-A. Before use of the mix, provide an annual certified test report signed and sealed by a licensed professional engineer, from a laboratory listed on the MPL, certified by the Materials and Tests Division as being capable of testing according to Tex-471-A.

Option 7. Ensure the total alkali contribution from the cement in the concrete does not exceed 3.5 lb. per cubic yard of concrete when using hydraulic cement not containing SCMs calculated as follows:

$$\text{lb. alkali per cu. yd.} = \frac{(\text{lb. cement per cu. yd.}) \times (\%\ Na_2O \text{ equivalent in cement})}{100}$$

In the above calculation, use the maximum cement alkali content reported on the cement mill certificate.

Option 8. Use Table 10 when deviating from Options 1–3 or when required by the Coal Ash MPL. Perform required testing annually and submit results to the Engineer. Laboratories performing ASTM C1260, ASTM C1567, and ASTM C1293 testing must be listed on the MPL. Before use of the mix, provide a certified test report signed and sealed by a licensed professional engineer demonstrating the proposed mixture in accordance with the requirements of Table 10.

Provide a certified test report signed and sealed by a licensed professional engineer, when HPC is required, and less than 20% of the cement is replaced with SCMs, demonstrating ASTM C1876 test results indicate the uniaxial resistivity of the concrete is greater than 15.6 kΩ-cm tested immediately after either of the following curing schedules:

- Moisture cure specimens 56 days at 73°F.
- Moisture cure specimens 7 days at 73°F followed by 21 days at 100°F.

Table 10
Option 8 Testing and Mix Design Requirements

Scenario	ASTM C1260 Result		Testing Requirements for Mix Design Materials or Prescriptive Mix Design Options
	Mix Design Fine Aggregate	Mix Design Coarse Aggregate	
A	> 0.10%	> 0.10%	Determine the dosage of SCMs needed to limit the 14-day expansion of each aggregate[1] to 0.10% when tested individually in accordance with ASTM C1567.
B	≤ 0.10%	≤ 0.10%	Use the Min replacement listed in the Coal Ash MPL, or when Option 8 is listed on the MPL, use a Min of 40% coal ash with a Max CaO[2] content of 25%, or use any ternary combination which replaces 35% to 50% of cement.
	≤ 0.10%	ASTM C1293 1 yr. Expansion ≤ 0.04%	Use a minimum of 20% of any coal ash; or Use any ternary combination which replaces 20% to 50% of cement.
C	≤ 0.10%	> 0.10%	Determine the dosage of SCMs needed to limit the 14-day expansion of coarse and intermediate[1] aggregate to ≤0.10% when tested individually in accordance with ASTM C1567.
D	> 0.10%	≤ 0.10%	Use the Min replacement listed in the Coal Ash MPL, or when Option 8 is listed on the MPL, use a Min of 40% coal ash with a Max CaO[2] content of 25%, or use any ternary combination which replaces 35% to 50% of cement.
	> 0.10%	ASTM C1293 1 yr. Expansion ≤ 0.04%	Determine the dosage of SCMs needed to limit the 14-day expansion of each fine aggregate to ≤0.10% when individually tested in accordance with ASTM C1567.

1. Intermediate size aggregates will fall under the requirements of mix design coarse aggregate.
2. Average the CaO content from the previous ten values as listed on the test certificate.

Article 421.4.2.7., "Optimized Aggregate Gradation (OAG) Concrete," the first sentence of the first paragraph is voided and replaced by the following.

The gradations requirements in Table 4 and Table 6 do not apply when OAG concrete is specified or used by the Contractor unless otherwise shown on the plans.

The fineness modulus for fine aggregate listed in Table 5, does not apply when OAG concrete is used,

Article 421.4.6.2., Delivering Concrete," the third paragraph is supplemented by the following.

When truck mixers are equipped with automated water or chemical admixture measurement and slump or slump flow monitoring equipment, the addition of water or chemical admixtures during transit is allowed. Reports generated by this equipment must be submitted to the Engineer daily.

Article 421.4.6.2., "Delivering Concrete," the fifth paragraph is voided and replaced with the following. Begin the discharge of concrete delivered in truck mixers within the times listed in Table 14. Concrete delivered after these times, and concrete that has not begun to discharge within these times will be rejected.

Article 421.4.8.3., "Testing of Fresh Concrete," is voided and replaced with the following.

Testing Concrete. The Engineer, unless specified in other Items or shown on the plans, will test the fresh and hardened concrete in accordance with the following methods:

- Slump. Tex-415-A;
- Air Content. Tex-414-A or Tex-416-A;
- Temperature. Tex-422-A;
- Making and Curing Strength Specimens. Tex-447-A;
- Compressive Strength. Tex-418-A;
- Flexural Strength. Tex-448-A; and
- Maturity. Tex-426-A.

Flexural strength and maturity specimens will not be made unless specified in other items or shown on the plans.

Concrete with slump less than minimum required after all addition of water withheld will be rejected, unless otherwise allowed by the Engineer. Concrete with slump exceeding maximum allowed may be used at the Contractor's option. If used, Engineer will make, test, and evaluate strength specimens as specified in Article 421.5., "Acceptance of Concrete." Acceptance of concrete not meeting air content or temperature requirements will be determined by Engineer. Fresh concrete exhibiting segregation and excessive bleeding will be rejected.

Article 421.4.8.3.1., "Job-Control Testing," is voided and not replaced.

Special Provision to Item 427
Surface Finishes for Concrete

Item 427, "Surface Finishes for Concrete" 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 427.2.1 "Coatings," is supplemented with the following:

Epoxy Waterproofing. Provide Type X Epoxy per DMS-6100 "Epoxies and Adhesives." Match color of coating with Federal Standard 595C color 35630, concrete gray, unless otherwise shown on the plans.

Article 427.4.2.2 "Application," is supplemented with the following:

Epoxy Waterproofing. Mix epoxy per manufacturer's instructions. Apply the coating on a dry surface at a maximum application rate of 100 sq. ft per gallon. Apply a thin uniform film of mixed epoxy to the substrate by the use of a short nap roller or brush. The epoxy may be sprayed following the thinning requirements of the manufacturer. No more than 15% reduction is permitted.

Match the color of the applied coating with the color standard shown on the plans. Apply when ambient temperature is between 50°F and 100°F.

Article 427.6 "Payment," the second paragraph is voided and replaced in its entirety with:

When a surface finish for concrete is specified as a pay item, the work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Adhesive Grout Finish," "Concrete Paint Finish," "Opaque Sealer Finish," "Silicone Resin Paint Finish," "Epoxy Waterproof Finish," or "Blast Finish." This price is full compensation for materials; cleaning and preparing surfaces; application of materials; and equipment, labor, tools, and incidentals.

Special Provision to Item 440
Reinforcement for Concrete

Item 440, "Reinforcement for Concrete," 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 440.2., "Materials," is supplemented with the following.

2.7. **Welded Deformed Bar Mat Reinforcement.** Provide welded deformed bar mats in accordance with ASTM A184 except as otherwise noted in this Specification. Fabricate welded bar mats from deformed steel bars in accordance with ASTM A706 by securely connecting every intersection with a process of electrical resistance welding that employs the principle of fusion combined with pressure. The bars must be assembled by automatic machines or by other suitable mechanical means that will assure accurate spacing and alignment of all bars of the finished product.

2.14. **Zinc-Coated, Hot-Dip Galvanized Class I or Class II Steel Reinforcement.** Provide zinc-coated, hot-dip galvanized Class I or Class II steel reinforcement in accordance with ASTM A767, Grade 60 or Grade 75, when shown on the plans and as allowed.

2.15. **Continuously Hot-Dip Galvanized Reinforcement (CGR).** Provide CGR in accordance with ASTM A1094 steel reinforcement, Grade 60 or Grade 75, when shown on the plans and as allowed.

Section 440.2.1., "Approved Mills." The second paragraph is voided and not replaced.

Section 440.2.5., "Weldable Reinforcing Steel," is supplemented with the following.

All welding operations must be performed before hot-dip galvanizing.

Section 440.2.8., "Mechanical Couplers," is voided and replaced with the following.

Use couplers of the type specified in DMS-4510, "Mechanical Couplers for Reinforcing Steel," Section 4510.6.1., "General Requirements," when mechanical splices in reinforcing steel bars are shown on the plans.

Furnish only couplers pre-qualified in accordance with DMS-4510, "Mechanical Couplers for Reinforcing Steel." Ensure sleeve-wedge type couplers are not used on coated reinforcing. Sample mechanical couplers in accordance with Tex-743-I for testing before use on individual projects. Test the mechanical couplers for every project in which mechanical couplers are used in accordance with Tex-744-I. Furnish couplers only at locations shown on the plans.

Furnish couplers for stainless reinforcing steel with the same alloy designation as the reinforcing steel.

Provide hot-dip or mechanically galvanized couplers when splicing galvanized reinforcing or CGR.

Section 440.2.11., "Low Carbon/Chromium Reinforcing Steel." The first sentence is voided and replaced by the following.

Provide deformed steel bars in accordance with ASTM A1035, Grade 100, Type CS, when low-carbon, chromium-reinforcing steel is required on the plans. Type CM will be permitted only if specified on the plans.

Section 440.3.1., "Bending," is supplemented with the following.

Do not bend hot-dip galvanized reinforcement. Only minor positioning adjustments are permitted.

Bending of CGR is permitted after galvanizing.

Section 440.3.5., "Placing." The following will be added to the fourth paragraph.

Use Class 1 or Class 1A supports with CGR. Provide epoxy- or plastic-coated tie wires and clips for use with epoxy-coated reinforcing steel.

Section 440.3.6.3., "Repairing Coating," is supplemented with the following:

Repair damaged galvanized surfaces in accordance with Section 445.3.5.2., "Repair Processes."

Special Provision to Item 502
Barricades, Signs and Traffic Handling

Item 502, "Barricades, Signs and Traffic Handling" of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 502.1., "Description," is supplemented by the following:

Temporary work-zone (TWZ) traffic control devices manufactured after December 31, 2019, must have been successfully tested to the crashworthiness requirements of the 2016 edition of the Manual for Assessing Safety Hardware (MASH). Such devices manufactured on or before this date and successfully tested to NCHRP Report 350 or the 2009 edition of MASH may continue to be used throughout their normal service lives. An exception to the manufacture date applies when, based on the project's date of letting, a category of MASH-2016 compliant TWZ traffic control devices are not approved, or are not self-certified after the December 31, 2019, date. In such case, devices that meet NCHRP-350 or MASH-2009 may be used regardless of the manufacture date.

Such TWZ traffic control devices include: portable sign supports, barricades, portable traffic barriers designated exclusively for use in temporary work zones, crash cushions designated exclusively for use in temporary work zones, longitudinal channelizers, truck and trailer mounted attenuators. Category I Devices (i.e., lightweight devices) such as cones, tubular markers and drums without lights or signs attached however, may be self-certified by the vendor or provider, with documentation provided to Department or as are shown on Department's Compliant Work Zone Traffic Control Device List.

Article 502.4., "Payment," is supplemented by the following:

Truck mounted attenuators and trailer attenuators will be paid for under Special Specification, "Truck Mounted Attenuator (TMA) and Trailer Attenuator (TA)." Portable Changeable Message Signs will be paid for under Special Specification, "Portable Changeable Message Sign." Portable Traffic Signals will be paid for under Special Specification, "Portable Traffic Signals."

Special Provision to Item 506

Temporary Erosion, Sedimentation, and Environmental Controls

For this project, Item 506, "Temporary Erosion, Sedimentation, and Environmental Controls," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 506.1., "Description," is voided and replaced by the following:

Install, maintain, and remove erosion, sedimentation, and environmental control measures to prevent or reduce the discharge of pollutants in accordance with the Storm Water Pollution Prevention Plan (SWP3) or as directed. Ensure the installation and maintenance of control measures is performed in accordance with the manufacturer's or designer's specifications. Erosion and sediment control devices must be selected from the "Erosion Control Approved Products" or "Sediment Control Approved Products" lists. Perform work in a manner to prevent degradation of receiving waters, facilitate project construction, and comply with applicable federal, state, and local regulations.

Article 506.3., "Qualifications, Training, and Employee Requirements," is voided and not replaced.

Section 506.4.1., "Contractor Responsibilities," Section 506.4.2., "Implementation," and Section 506.4.3., "General," are voided and replaced by the following:

4.1. **Contractor Responsibilities**. Implement the SWP3 for the project site in accordance with the plans and specifications, and as directed. Coordinate storm water management with all other work on the project. Develop and implement an SWP3 for project-specific material supply plants within and outside of the Department's right of way in accordance with the specific or general storm water permit requirements. Prevent water pollution from storm water associated with construction activity from entering any surface water or private property on or adjacent to the project site.

4.2. **Implementation**.

4.2.1. **Commencement**. Implement the SWP3 as shown and as directed. Contractor proposed recommendations for changes will be allowed as approved. Do not implement changes until approval has been received and changes have been incorporated into the plans by the Engineer. Minor adjustments to meet field conditions are allowed and will be recorded by the Engineer in the SWP3.

Implement control measures before the commencement of activities that result in soil disturbance. Phase and minimize the soil disturbance to the areas shown on the plans. Coordinate temporary control measures with permanent control measures and all other work activities on the project to assure economical, effective, safe, continuous water pollution prevention. Provide control measures that are appropriate to the construction means, methods, and sequencing allowed by the Contract.

Do not prolong final grading and shaping. Preserve vegetation where possible throughout the project and minimize clearing, grubbing, and excavation within stream banks, bed, and approach sections.

4.3. **General**.

4.3.1. **Temporary Alterations or Control Measure Removal**. Altering or removal of control measures is allowed when control measures are restored within the same working day.

4.3.2. **Stabilization**. Initiate stabilization for disturbed areas no more than 14 days after the construction activities in that portion of the site has temporarily or permanently ceased. Establish a uniform vegetative cover or use another stabilization practice as approved.

4.3.3. **Finished Work**. Upon the Engineer's acceptance of vegetative cover or other stabilization practice, remove and dispose of all temporary control measures unless otherwise directed. Complete soil disturbing activities and establish a uniform perennial vegetative cover. A project will not be considered for acceptance until a vegetative cover of 70% density of existing adjacent undisturbed areas is obtained or equivalent permanent stabilization is obtained as approved.

4.3.4. **Restricted Activities and Required Precautions**. Do not discharge onto the ground or surface waters any pollutants such as chemicals, raw sewage, fuels, lubricants, coolants, hydraulic fluids, bitumens, or any other petroleum product. Operate and maintain equipment on site in a manner as to prevent actual or potential water pollution. Manage, control, and dispose of litter on site such that no adverse impacts to water quality occur. Prevent dust from creating a potential or actual unsafe condition, public nuisance, or condition endangering the value, utility, or appearance of any property. Wash out concrete trucks only in approved contained areas. Use appropriate controls to minimize the offsite transport of suspended sediments and other pollutants if it is necessary to pump or channel standing water (i.e. dewatering). Prevent discharges that would contribute to a violation of Edwards Aquifer Rules, water quality standards, the impairment of a listed water body, or other state or federal law.

Section 506.4.4., "Installation, Maintenance, and Removal Work." The first paragraph is voided and replaced by the following.

Perform work in accordance with the SWP3, and according to the manufacturers' guidelines. Install and maintain the integrity of temporary erosion and sedimentation control devices to accumulate silt and debris until soil disturbing activities are completed and permanent erosion control features are in place or the disturbed area has been adequately stabilized as determined by the Engineer.

Section 506.4.5., "Monitoring and Documentation," is voided and not replaced.

Section 506.6.5.2., "Maintenance Earthwork for Erosion and Sediment Control for Cleaning and/or Restoring Control Measures," is voided and replaced by the following:

Earthwork needed to remove and obliterate of erosion-control features will not be paid for directly but is subsidiary to pertinent Items unless otherwise shown on the plans.

Sprinkling and rolling required by this Item will not be paid for directly but will be subsidiary to this Item.

Special Provision to Item 666
Retroreflectorized Pavement Markings

Item 666, "Retroreflectorized Pavement Markings," 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 2.3., "Glass Traffic Beads." The first paragraph is voided and replaced by the following:

Furnish drop-on glass beads in accordance with DMS-8290, "Glass Traffic Beads," or as approved. Furnish a double-drop of Type II and Type III drop-on glass beads for longitudinal pavement markings where each type bead is applied separately in equal portions (by weight), unless otherwise approved. Apply the Type III beads before applying the Type II beads. Furnish Type II beads for work zone pavement markings and transverse markings or symbols.

Section 4.3.1., "Type I Markings.," is supplemented by the following:

4.3.1.3. Spot Striping. Perform spot striping on a callout basis with a minimum callout quantity as shown on the plans.

Section 4.3.2., "Type II Markings.," is supplemented by the following:

4.3.2.1. Spot Striping. Perform spot striping on a callout basis with a minimum callout quantity as shown on the plans.

Section 4.4., "Retroreflectivity Requirements.," is voided and replaced by the following.

Type I markings for Contracts totaling more than 20,000 ft. of pavement markings must meet the following minimum retroreflectivity values for all longitudinal edgeline, centerline or no passing barrier-line, and lane line markings when measured any time after 3 days, but not later than 10 days after application.

- White markings: 250 millicandelas per square meter per lux (mcd/m^2/lx)
- Yellow markings: 175 mcd/m^2/lx

Retroreflectivity requirements for Type I markings are not required for Contracts with less than 20,000 ft. of pavement markings or Contracts with callout work, unless otherwise shown on the plans.

Section 4.5., "Retroreflectivity Measurements.," is voided and replaced by the following:

Use a mobile retroreflectometer to measure retroreflectivity for Contracts totaling more than 50,000 ft. of pavement markings, unless otherwise shown on the plans. For Contracts with less than 50,000 ft. of pavement markings, mobile or portable retroreflectometers may be used at the Contractor's discretion. Coordinate with and obtain authorization from the Engineer before starting any retroreflectivity data collection.

Section 4.5.1., "Mobile Retroreflectometer Measurements." The last paragraph is voided and replaced by the following.

Restripe again at the Contractor's expense with a minimum of 0.060 in. (60 mils) of Type I marking material if the average of these measurements falls below the minimum retroreflectivity requirements. Take measurements every 0.1 miles a minimum of 10 days after this third application within that mile segment for that series of markings. If the markings do not meet minimum retroreflectivity after this third application, the Engineer may require removal of all existing markings, a new application as initially specified, and a repeat of the application process until minimum retroreflectivity requirements are met.

Section 4.5.2., "Portable Retroreflectometer Measurements." The first and second paragraphs are voided and replaced by the following.

Provide portable measurement averages for every 1.0 mile unless otherwise specified or approved. Take a minimum of 20 measurements for each 1-mi. section of roadway for each series of markings (e.g., edgeline, center skip line, each line of a double line) and direction of traffic flow when using a portable reflectometer. Measure each line in both directions for centerlines on two-way roadways (i.e., measure both double solid lines in both directions and measure all center skip lines in both directions). The spacing between each measurement must be at least 100 ft. The Engineer may decrease the mileage frequency for measurements if the previous measurements provide satisfactory results. The Engineer may require the original number of measurements if concerns arise.

Restripe at the Contractor's expense with a minimum of 0.060 in. (60 mils) of Type I marking material if the averages of these measurements fail. Take a minimum of 10 more measurements after 10 days of this second application within that mile segment for that series of markings. Restripe again at the Contractor's expense with a minimum of 0.060 in. (60 mils) of Type I marking material if the average of these measurements falls below the minimum retroreflectivity requirements. If the markings do not meet minimum retroreflectivity after this third application, the Engineer may require removal of all existing markings, a new application as initially specified, and a repeat of the application process until minimum retroreflectivity requirements are met.

Section 4.6. "Performance Period." The first sentence is voided and replaced by the following:

All longitudinal markings must meet the minimum retroreflectivity requirements within the time frame specified. All markings must meet all other performance requirements of this specification for at least 30 calendar days after installation.

Article 6. "Payment." The first two paragraphs are voided and replaced by the following.

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Pavement Sealer" of the size specified; "Retroreflectorized Pavement Markings" of the type and color specified and the shape, width, size, and thickness (Type I markings only) specified, as applicable; "Retroreflectorized Pavement Markings with Retroreflective Requirements" of the types, colors, sizes, widths, and thicknesses specified; "Retroreflectorized Profile Pavement Markings" of the various types, colors, shapes, sizes, and widths specified; or "Reflectorized Pavement Marking (Call Out)" of the shape, width, size, and thickness (Type I markings only) specified, as applicable; or "Pavement Sealer (Call Out)" of the size specified.

This price is full compensation for materials, application of pavement markings, equipment, labor, tools, and incidentals.

Special Provision to Special Specification 6185
Truck Mounted Attenuator (TMA) and Trailer Attenuator (TA)

Item 6185, "Truck Mounted Attenuator (TMA) and Trailer Attenuator (TA)" of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 4. "Measurement", is voided and replaced by the following:

4.1. **Truck Mounted Attenuator/Trailer Attenuator (Stationary).** This Item will be measured by the day. TMA/TAs must be set up in a work area and operational before a calendar day can be considered measureable. A day will be measured for each TMA/TA set up and operational on the worksite.

4.2. **Truck Mounted Attenuator/Trailer Attenuator (Mobile Operation).** This Item will be measured by the hour or by the day. The time begins once the TMA/TA is ready for operation at the predetermined site and stops when notified by the Engineer. When measurement by the hour is specified, a minimum of 4 hr. will be paid each day for each operating TMA/TA used in a mobile operation. When measurement by the day is specified, a day will be measured for each TMA/TA set up and operational on the worksite.

Special Specification 6001
Portable Changeable Message Sign

1. DESCRIPTION

Furnish, operate, and maintain portable trailer mounted changeable message sign (PCMS) units.

2. MATERIALS

Furnish new or used material in accordance with the requirements of this Item and the details shown on the plans. Provide a self-contained PCMS unit with the following:

- Sign controller
- Changeable Message Sign
- Trailer
- Power source

Paint the exterior surfaces of the power supply housing, supports, trailer, and sign with Federal Orange No. 22246 or Federal Yellow No. 13538 of Federal Standard 595C, except paint the sign face assembly flat black.

2.1. **Sign Controller**. Provide a controller with permanent storage of a minimum of 75 pre-programmed messages. Provide an external input device for random programming and storage of a minimum of 75 additional messages. Provide a controller capable of displaying up to 3 messages sequentially. Provide a controller with adjustable display rates. Enclose sign controller equipment in a lockable enclosure.

2.2. **Changeable Message Sign**. Provide a sign capable of being elevated to at least 7 ft. above the roadway surface from the bottom of the sign. Provide a sign capable of being rotated 360° and secured against movement in any position.

Provide a sign with 3 separate lines of text and 8 characters per line minimum. Provide a minimum 18 in. character height. Provide a 5 × 7 character pixel matrix. Provide a message legibility distance of 600 ft. for nighttime conditions and 800 ft. for normal daylight conditions. Provide for manual and automatic dimming light sources.

The following are descriptions for 3 screen types of PCMS:

- **Character Modular Matrix**. This screen type comprises of character blocks.
- **Continuous Line Matrix**. This screen type uses proportionally spaced fonts for each line of text.
- **Full Matrix**. This screen type uses proportionally spaced fonts, varies the height of characters, and displays simple graphics on the entire sign.

2.3. **Trailer**. Provide a 2 wheel trailer with square top fenders, 4 leveling jacks, and trailer lights. Do not exceed an overall trailer width of 96 in. Shock mount the electronics and sign assembly.

2.4. **Power Source**. Provide a diesel generator, solar powered power source, or both. Provide a backup power source as necessary.

2.5. **Cellular Telephone**. When shown on the plans, provide a cellular telephone connection to communicate with the PCMS unit remotely.

3. CONSTRUCTION

Place or relocate PCMS units as shown on the plans or as directed. The plans will show the number of PCMS units needed, for how many days, and for which construction phases.

Maintain the PCMS units in good working condition. Repair damaged or malfunctioning PCMS units as soon as possible. PCMS units will remain the property of the Contractor.

4. MEASUREMENT

This Item will be measured by each PCMS or by the day used. All PCMS units must be set up on a work area and operational before a calendar day can be considered measurable. When measurement by the day is specified, a day will be measured for each PCMS set up and operational on the worksite.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Portable Changeable Message Sign." This price is full compensation for PCMS units; set up; relocating; removing; replacement parts; batteries (when required); fuel, oil, and oil filters (when required); cellular telephone charges (when required); software; and equipment, materials, tools, labor, and incidentals.

Special Specification 6185

Truck Mounted Attenuator (TMA) and Trailer Attenuator (TA)

1. DESCRIPTION

Furnish, operate, maintain and remove upon completion of work, Truck Mounted Attenuator (TMA) or Trailer Attenuator (TA).

2. MATERIALS

Furnish, operate and maintain new or used TMAs or TAs. Assure used attenuators are in good working condition and are approved for use. A list of approved TMA/TA units can be found in the Department's Compliant Work Zone Traffic Control Devices List. The host vehicle for the TMA and TA must weigh a minimum of 19,000 lbs. Host vehicles may be ballasted to achieve the required weight. Any weight added to the host vehicle must be properly attached or contained within it so that it does not present a hazard and that proper energy dissipation occurs if the attenuator is impacted from behind by a large truck. The weight of a TA will not be considered in the weight of the host vehicle but the weight of a TMA may be included in the weight of the host vehicle. Upon request, provide either a manufacturer's curb weight or a certified scales weight ticket to the Engineer.

3. CONSTRUCTION

Place or relocate TMA/TAs as shown on the plans or as directed. The plans will show the number of TMA/TAs needed, for how many days or hours, and for which construction phases.

Maintain the TMA/TAs in good working condition. Replace damaged TMA/TAs as soon as possible.

4. MEASUREMENT

4.1. **Truck Mounted Attenuator/Trailer Attenuator (Stationary).** This Item will be measured by the each or by the day. TMA/TAs must be set up in a work area and operational before a calendar day can be considered measurable. When measurement by the day is specified, a day will be measured for each TMA/TA set up and operational on the worksite.

4.2. **Truck Mounted Attenuator/Trailer Attenuator (Mobile Operation).** This Item will be measured by the hour. The time begins once the TMA/TA is ready for operation at the predetermined site and stops when notified by the Engineer. A minimum of 4 hr. will be paid each day for each operating TMA/TA used in a mobile operation.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Truck Mounted Attenuators/Trailer Attenuators (Stationary)," or "Truck Mounted Attenuators/Trailer Attenuators (Mobile Operation)." This price is full compensation for furnishing TMA/TA: set up; relocating; removing; operating; fuel; and equipment, materials, tools, labor, and incidentals.

Special Specification 6438

Mobile Retroreflectivity Data Collection for Pavement Markings

1. DESCRIPTION

Furnish mobile retroreflectivity data collection (MRDC) for pavement markings on roadways as shown on the plans or as designated by the Engineer. Conduct MRDC on dry pavement only. Provider is defined as the Contractor or Subcontractor who collects the MRDC data.

2. EQUIPMENT AND PERSONNEL

2.1. **Mobile Retroreflectometer**. Provide a self-propelled, mobile retroreflectometer certified by the Texas A&M Transportation Institute (TTI) Mobile Retroreflectometer Certification Program.

2.2. **Portable Retroreflectometer**. Provide a portable retroreflectometer that uses 30-meter geometry meeting the requirements described in ASTM E 1710. Maintain, service, and calibrate all portable retroreflectometers according to the manufacturer's instructions.

2.3. **Operating Personnel for Mobile Retroreflectometer**. Provide all personnel required to operate the mobile retroreflectometer and portable retroreflectometer. Ensure MRDC system operator has a current certification from the TTI Mobile Retroreflectometer Certification Program to conduct MRDC with the certified mobile retroreflectometer provided.

2.4. **Additional Personnel**. Provide any other personnel necessary to compile, evaluate, and submit MRDC.

2.5. **Safety Equipment**. Supply and operate all required safety equipment to perform this service.

3. MRDC DOCUMENTATION AND TESTING

Document all MRDC by county and roadway or as directed by the Engineer. Submit all data to the Department and to the TTI Mobile Retroreflectometer Certification Program no later than three working days after the day the data is collected. Submit all raw data collected in addition to all other data submitted. Provide data files in Microsoft Excel format or a format approved by the Engineer. Provide measurement notification and field tests as specified. Verification and referee testing may be conducted at the Department's discretion.

3.1. **Preliminary Documentation Sample**. Submit a sample data file, video, and map of MRDC data in the required format 10 working days before beginning any work. The format must meet specification and be approved by the Engineer before any work may begin.

3.2. **Initial Documentation Review and Approval**. The Department will review documentation submitted for the first day of MRDC, and if it does not meet specification requirements, will not allow further MRDC until deficiencies are corrected. The Department will inform the Provider no later than three working days after submittal if the first day of MRDC does not meet specification requirements. Time charges will continue unless otherwise directed by the Engineer.

3.3. **Data File**. Provide data files with the following:

- date;
- district number;

- county;
- Project CSJ number;
- name of mobile retroreflectometer operator;
- route number with reference markers or other reference information provided by the Engineer to indicate the location of beginning and end data collection points on that roadway;
- cardinal direction;
- line type (single solid, single broken, double solid, etc.);
- line color;
- file name corresponding to video;
- data for each centerline listed separately;
- average reading taken for each 0.1-mi. interval (or interval designated by the Engineer);
- accurate GPS coordinates (within 20 ft.) for each interval;
- color-coding for each interval indicating passing or failing, unless otherwise directed by the Engineer (passing and failing thresholds provided by the Engineer);
- graphical representation of the MRDC (y-axis showing retroreflectivity and x-axis showing intervals) corresponding with each data file;
- distance in miles driven while measuring the pavement markings;
- event codes (pre-approved by the Engineer) indicating problems with measurement;
- portable retroreflectometer field check average reading and corresponding mobile average reading for that interval when applicable; and
- upper validation threshold (may be included separately with the raw data but must be clearly identified with the data collected using that threshold).

3.4. **Map**. Provide a map in an electronic format approved by the Engineer with each MRDC submission that includes the following information:

- date;
- district number;
- county;
- color-coded 1-mi. intervals (or interval length designated by the Engineer) for passing and failing retroreflectivity values or retroreflectivity threshold values provided by the Engineer; and
- percentage of passing and failing intervals, if required by the Engineer.

3.5. **Video**. Provide a high-quality DVD or electronic video file with the following information:

- date and corresponding data file name on label;
- district number;
- county;
- route number with reference markers or other designated reference information to indicate the location of beginning and end collection points on that roadway; and
- retroreflectivity values presented on the same screen with the following information:
  - date;
  - location;
  - starting and ending mileage;
  - total miles;
  - retroreflectivity readings; and
  - upper validation thresholds (may be included separately with the raw data but must be clearly identified with the data collected using that threshold).

3.6. **Field Comparison Checks with a Portable Retroreflectometer**. Take a set of field comparison readings with the portable retroreflectometer at least once every 4 hr. while conducting MRDC or at the frequency designated by the Engineer. Take a minimum of 20 readings, spread out over the interval measured. List the average portable retroreflectometer reading next to the mobile average reading for that interval with the

reported MRDC data. Request approval from the Engineer to take field comparison readings on a separate roadway, when measuring a roadway where portable retroreflectometer readings are difficult to take. Take the off-location field comparison readings at no additional cost. Submit the portable retroreflectometer printout of all the readings taken for the field comparison check with the corresponding MRDC data submitted. The mobile average reading must be within ±15% of the portable average reading. The Engineer may require new MRDC for some or all of the pavement markings measured in a 4-hr. interval before a field comparison check not meeting the ±15% range. Provide the new MRDC at no extra cost to the Department. The Engineer may take readings with a Department portable retroreflectometer to ensure accuracy at any time. The Department's Materials and Tests Division (MTD) will take comparison readings and serve as the referee if there is a significant difference between the Engineer's portable readings and the Provider's mobile and handheld readings. For best results, take field comparison readings on a fairly flat and straight roadway when possible.

3.7. **Periodic Field Checks at Pre-Measured Locations**. When requested by the Engineer, measure with the mobile unit and report to the Engineer immediately after measurement the average retroreflectivity values for a designated pre-measured test location. The Engineer will have taken measurements at the test location within 10 days of the test. The test location will not include pavement markings less than 30 days old. If the measured averages do not fall within ±15% of the pre-measured averages, further calibration and comparison measurements may be required before any further MRDC. Submit the results of the field check with the MRDC report for that day.

3.8. **Measurement Notification**. Provide notification via email to Mobileretro@tamu.edu with a carbon copy to the Engineer a minimum of 24 hr. before mobile retroreflectivity data collection to allow for scheduling verification testing when needed.

3.9. **Verification Testing.** The Engineer or a third party may perform retroreflectivity verification testing within seven days of the Provider's retroreflectivity readings. The Provider-submitted retroreflectivity data will be compared to the verification test data to determine acceptability of the Provider's mobile retroreflectometer data. Comparison of the data will result in one of the two scenarios below:

- Provider's Data is Validated – if the difference between Provider's and Engineer-third party data is 20% or less, then the Provider's data is validated. The Provider's data will be used for acceptance.

- Provider's Data is not Validated – if the difference between Provider's and Engineer-third party data is more than 20%, then the Provider's data is not validated. The Engineer-third party data will be used for acceptance and the Provider will be required to take corrective action before additional Provider data collection and may require re-certification of the mobile retroreflectometer. If the Engineer determines that the Provider's data might be correct then, referee testing may be requested by the Engineer.

3.10. **Referee Testing.** MTD will perform referee testing using portable retroreflectometers to determine if the markings need to be restriped to meet the required retroreflectivity level. The referee test results will be final. Referee testing will be conducted on the verification test sections using the method for portable retroreflectometers specified in Item 666, "Reflectorized Pavement Markings."

4. FINAL REPORT

Submit a final report in the format specified by the Engineer to the Department's Traffic Engineering representative within one calendar week after the service is complete. The final report must contain a list of all problems encountered (pre-approved event codes) and the locations where problems occurred during MRDC.

5. MEASUREMENT

When mobile retroreflectivity data collection for pavement markings is specified on the plans to be a pay item, measurement will be by the mile driven while measuring pavement markings.

6. PAYMENT

Unless otherwise specified on the plans, the work performed, materials furnished, equipment, labor, tools, and incidentals will not be paid for directly, but will be considered subsidiary to bid items of the Contract. When mobile retroreflectivity data collection for pavement markings is specified on the plans to be a pay item, the work performed in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Mobile Retroreflectivity Data Collection." This price is full compensation for providing summaries of readings to the Engineer, equipment calibration and prequalification, equipment, labor, tools, and incidentals.

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