Control	**1986-01-072**
Project	**STP 2B24(357)HES**
Highway	**FM 1314**
County	**MONTGOMERY**

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	**1986-01-072**
Project	**STP 2B24(357)HES**
Highway	**FM 1314**
County	**MONTGOMERY**

PROPOSAL TO THE TEXAS TRANSPORTATION COMMISSION

2024 SPECIFICATIONS

WORK CONSISTING OF HAZARD ELIMINATION & SAFETY

MONTGOMERY 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 264 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:

THIRTY-FOUR THOUSAND (Dollars) **($34,000)**

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	**1986-01-072**
Project	**STP 2B24(357)HES**
Highway	**FM 1314**
County	**MONTGOMERY**

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	**1986-01-072**
Project	**STP 2B24(357)HES**
Highway	**FM 1314**
County	**MONTGOMERY**

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.				
	500	7001		MOBILIZATION DOLLARS and CENTS	LS	1.000	1
	502	7001		BARRICADES, SIGNS AND TRAFFIC HAN-DLING DOLLARS and CENTS	MO	18.000	2
	618	7060		CONDT (PVC) (SCH 80) (3") DOLLARS and CENTS	LF	28,775.000	3
	618	7061		CONDT (PVC) (SCH 80) (3") (BORE) DOLLARS and CENTS	LF	12,555.000	4
	618	7082		CONDT (RM) (3") DOLLARS and CENTS	LF	455.000	5
	620	7002		ELEC CONDR (NO.14) INSULATED DOLLARS and CENTS	LF	41,355.000	6
	623	7002		ITS GND BOX(PCAST) TY 1 (243636)W/APRN DOLLARS and CENTS	EA	79.000	7
	6027	7001	001	FIBER OPTIC CBL (SINGLE-MODE)(12 FIBER) DOLLARS and CENTS	LF	615.000	8
	6027	7002	001	FIBER OPTIC CBL (SINGLE-MODE)(36 FIBER) DOLLARS and CENTS	LF	43,240.000	9
	6027	7003	001	FO SPLICE ENCLOSURE (TYPE 2) DOLLARS and CENTS	EA	12.000	10
	6027	7004	001	FIBER OPTIC FUSION SPLICE DOLLARS and CENTS	EA	144.000	11

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	6027	7005	001	FIBER OPTIC PATCH PANEL (12 POSITION) DOLLARS and CENTS	EA	12.000	12

CERTIFICATION OF INTEREST IN OTHER BID PROPOSALS FOR THIS WORK

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

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

_____ YES

_____ NO

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

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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

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

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

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

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

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

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

FEDERAL USE ONLY	Authorized for Local Reproduction Standard Form - LLL

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

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

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

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

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

0348-0046

CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

CONTRACTOR'S ASSURANCE

(Subcontracts-Federal Aid Projects)

By signing this proposal, the contractor is giving assurances that all subcontract agreements will incorporate the Standard Specification and Special Provisions to Section 9.9., Payment Provisions for Subcontractors, all subcontract agreements exceeding $2,000 will incorporate the applicable Wage Determination Decision, and all subcontract agreements will incorporate the following:

Special Provision	Certification of Nondiscrimination in Employment
Special Provision	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)
Special Provision	Standard Federal Equal Employment Opportunity
Construction	Construction Specifications (Executive Order 11246)
Form FHWA 1273	Required Contract Provisions Federal-aid Construction Contracts (Form FHWA 1273 must also be physically attached to subcontracts and all lower-tier subcontracts)
Special Provision	Nondiscrimination (Include provisions of Sections 3.1 – 3.6 in all subcontracts and agreements for materials)
Special Provision	Cargo Preference Act Requirements in Federal-Aid Contracts
Special Provision	Disadvantaged Business Enterprise in Federal-Aid Contracts

ENGINEER SEAL

Control **1986-01-072**

Project **STP 2B24(357)HES**

Highway **FM 1314**

County **MONTGOMERY**

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

Michael A Olivo, P.E.

OCTOBER 10, 2024

GENERAL NOTES:

General:

Area Engineer contact information for this project follows:

Montgomery County

Dock Gee, P.E. *Dock.Gee@txdot.gov*
Eugene Ampomah, P.E. *Eugene.Ampomah@txdot.gov*

Submit any questions about this project via the "Letting Pre-Bid Q&A" web page, located at:

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

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

Large files with relevant project documentation, such as geotechnical reports, as-built plans, and cross-sections will continue to be provided on the following FTP site:

https://ftp.dot.state.tx.us/pub/txdot-info/Pre-Letting%20Responses/Houston%20District/

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, except for roadway illumination, electrical, and traffic signal items.

The cost for materials, labor, and incidentals to provide for traffic across the roadway and for ingress and egress to private property in accordance with Section 7.2.4 of the standard specifications is subsidiary to the various bid items. Restore access roadways to their original condition upon completing construction.

Grade street intersections and median openings for surface drainage.

If a foundation is to be placed where a riprap surface or an asphalt concrete surface presently exists, use caution in breaking out the existing surface for placement. Break out no greater area than is required to place the foundation. After placing the foundation, wrap the periphery with 0.5 in. pre-molded mastic expansion joint. Then replace the remaining portion of the broken-out surface with Class A or Class C concrete or cold mix asphalt concrete to the exact slope, pattern, and thickness of the existing riprap or asphalt. Payment for breaking out the existing surface, wrapping the foundation, and replacing the surface is subsidiary to the various bid items.

The lengths of the posts for ground mounted signs and the tower legs for the overhead sign supports are approximate. Verify the lengths before ordering these materials to meet the existing field conditions and to conform to the minimum sign mounting heights shown in the plans.

Furnish aluminum Type A signs instead of plywood signs for signs shown on the Summary of Small Signs sheet.

Stencil the National Bridge Inventory (NBI) number on each existing bridge shown on these plans. The NBI number is shown above the title block for each bridge layout.

Clearly mark or highlight on the shop drawings, the items being furnished for this project. Submit required shop drawings in accordance with the shop drawing distribution list shown in the note for Item 5 for review and distribution.

Right of way parcels or utility adjustments shown to be unclear on the plans but not listed on the special provisions will have no effect on construction.

General: Computerized Transportation Management Systems (CTMS)

Locate the underground utilities within the project limits. Provide the equipment necessary for locating these utilities, locate, and mark them before starting any excavation work in the area. This work is subsidiary to the various bid items. If the Contractor damages or cause damage to any existing underground utilities, repair such damage at no cost to the Department.

Ensure the interconnection of new equipment to the existing system does not interfere with the operation of the remaining system components. Ensure the system remains completely operational between the hours of 6:00 a.m. Monday and 12:00 a.m. (midnight) Saturday.

Do not interrupt system operation without coordinating with the Department's operations personnel at Houston Transtar at (713) 881-3285.

Perform work to be done on cables during weekends only.

General: Site Management

Mow the grass and weeds within the project limits a maximum of 3 times a year as directed. This work is subsidiary to the various bid items.

Mark stations every 100 ft. and maintain the markings for the project duration. Remove the station markings at the completion of the project. This work is subsidiary to the various bid items.

Personal vehicles of employees are not permitted to park within the right of way, including sections closed to public traffic. Employees may park on the right of way at the Contractor's office, equipment, and materials storage yard sites.

Assume ownership of debris and dispose of at an approved location. Do not dispose of debris on private property unless approved in writing by the District Engineer.

Control the dust caused by construction operations. For sweeping the base material in preparation for laying asphalt and for sweeping the finished concrete pavement, use one of the following types of sweepers or approved equal:

Tricycle Type	**Truck Type - 4 Wheel**
Wayne Series 900	M-B Cruiser II
Elgin White Wing	Wayne Model 945
Elgin Pelican	Mobile TE-3
	Mobile TE-4

Tricycle Type **Truck Type - 4 Wheel**

Murphy 4042

General: Traffic Control and Construction

Schedule construction operations such that preparing individual items of work follows in close sequence to constructing storm drains in order to provide as little inconvenience as practical to the businesses and residents along the project.

Schedule work so that the base placement operations follow the subgrade work as closely as practical to reduce the hazard to the traveling public and to prevent undue delay caused by wet weather.

This project requires extensive grading operations in an environmentally sensitive area.

If relocating mailboxes, place them with the post firmly in the ground at nearby locations. Upon completing the project, the Engineer will locate the final mailbox placement. Perform this work in accordance with the requirements of the Item, "Mailbox Assemblies," except for measurement and payment. This work is subsidiary to the various bid items.

If fences cross construction easements shown on the plans and work is required beyond the fences, remove and replace the fences as directed. This work and the materials are subsidiary to the various bid items.

When design details are not shown on the plans, provide signs and arrows conforming to the latest "Standard Highway Sign Designs for Texas" manual.

General: Utilities

Consider the locations of underground utilities depicted in the plans as approximate and employ responsible care to avoid damaging utility facilities. Depending upon scope and magnitude of planned construction activities, advanced field confirmation by the utility owner or operator may be prudent. Where possible, protect and preserve permanent signs, markers, and designations of underground facilities.

If the Contractor damages or causes damage (breaks, leaks, nicks, dents, gouges, etc.) to the utility, contact the utility facility owner or operator immediately.

At least 72 hours before starting work, make arrangements for locating existing Department-owned above ground and underground fiber optic, communications, power, illumination, and traffic signal cabling and conduit. Do this by calling the Department's Houston District Traffic Signal Operations Office at 713-802-5662, or by e-mailing the Department's Houston District Traffic Signal Operations Office at: HOU-LocateRequest@txdot.gov, to schedule marking of underground lines on the ground. Use caution if working in these areas to avoid damaging or interfering with existing facilities.

Notify the Engineer at least 48 hours before constructing junction boxes at storm drain and utility intersections.

Install or remove poles and luminaires located near overhead or underground electrical lines using established industry and utility safety practices. Consult the appropriate utility company before beginning such work.

If overhead or underground power lines need to be de-energized, contact the electrical service provider to perform this work. Costs associated with de-energizing the power lines or other protective measures required are at no expense to the Department.

If working near power lines, comply with the appropriate sections of Texas State Law and Federal Regulations relating to the type of work involved.

Perform electrical work in conformance with the National Electrical Code (NEC) and Department's standard sheets.

Before beginning any underground work, notify the City of Houston's Chief Inspector, Public Works and Engineering, to establish the locations of any existing electrical systems for lighting facilities within the limits of this project.

Item 5: Control of Work

Submit shop drawings electronically for the fabrication of items as documented in Table 1 or Table 2 below. Information and requirements for electronic submittals can be viewed in the "Guide to Electronic Shop Drawing Submittal" which can be accessed through the following web link, https://ftp.txdot.gov/pub/txdot-info/library/pubs/bus/bridge/e_submit_guide.pdf References to 11 in. x 17 in. sheets in individual specifications for structural items imply electronic CAD sheets.

Table 1

Construction Specification Required Shop/Working Drawing Submittals - TxDOT Generated Plans

Spec Item No.'s	Product	Submittal Required	Approval Required (Y/N)	Contractor/ Fabricator P.E. Seal Required	Reviewing Party	Shop or Working Drawing (Note 1)
7.16.1&.2	Construction Load Analyses	Y	Y	Y	B	WD
400	Excavation and Backfill for Structures (cofferdams)	Y	N	Y	A	WD
403	Temporary Special Shoring	Y	N	Y	C	WD
420	Formwork/Falsework	Y	N	Y	A	WD
423	Retaining Walls, (calcs req'd.)	Y	Y	Y	C	SD
425	Optional Design Calculations (Prstrs Bms)	Y	Y	Y	B	SD
425	Prestr Concr Sheet Piling	Y	Y	N	B	SD
425	Prestr Concr Beams	Y	Y	N	B	SD
425	Prestr Concr Bent	Y	Y	N	B	SD
426	Post Tension Details	Y	Y	N	B	SD
434	Elastomeric Bearing Pads (All)	Y	Y	N	B	SD
441	Bridge Protective Assembly	Y	Y	N	B	SD
441	Misc Steel (various steel assemblies)	Y	Y	N	B	SD
441	Steel Pedestals (bridge raising)	Y	Y	N	B	SD
441	Steel Bearings	Y	Y	N	B	SD
441	Steel Bent	Y	Y	N	B	SD
441	Steel Diaphragms	Y	Y	N	B	SD
441	Steel Finger Joint	Y	Y	N	B	SD
441	Steel Plate Girder	Y	Y	N	B	SD

441	Steel Tub-Girders	Y	Y	N	B	SD
441	Erection Plans, including Falsework	Y	N	Y	A	WD
449	Sign Structure Anchor Bolts	Y	Y	N	T	SD
450	Railing	Y	Y	N	A	SD
462	Concrete Box Culvert	Y	Y	N	C	SD
462	Concrete Box Culvert (Alternate Designs Only,calcs reqd.)	Y	Y	Y	B	SD
464	Reinforced Concrete Pipe (Jack and Bore only; ONLY when requested)	Y	Y	Y	A	SD
465	Pre-cast Junction Boxes, Grates, and Inlets	Y	Y	N	A	SD
465	Pre-cast Junction Boxes, Grates, and Inlets (Alternate Designs Only, calcs req'd.)	Y	Y	Y	B	SD
466	Pre-cast Headwalls and Wingwalls	Y	Y	N	A	SD
467	Pre-cast Safety End Treatments	Y	Y	N	A	SD
495	Raising Existing Structure (calcs reqd.)	Y	Y	Y	B	SD
610	Roadway Illumination Supports (Non-Standard only, calcs reqd.)	Y	Y	Y	BRG	SD
613	High Mast Illumination Poles (Non-standard only, calcs reqd.)	Y	Y	Y	BRG	SD
627	Treated Timber Poles	Y	Y	N	T	SD
644	Special Non-Standard Supports (Bridge Mounts, Barrier Mounts, Etc.)	Y	Y	Y	T	SD
647	Large Roadside Sign Supports	Y	Y	Y	T	SD
650	Cantilever Sign Structure Supports - Alternate Design Calcs.	Y	Y	Y	T	SD
650	Sign Structures	Y	Y	N	T	SD
680	Installation of Highway Traffic Signals	Y	Y	N	T	SD
682	Vehicle and Pedestrian Signal Heads	Y	Y	N	T	SD
684	Traffic Signal Cables	Y	Y	N	T	SD
685	Roadside Flashing Beacon Assemblies	Y	Y	N	T	SD
686	Traffic Signal Pole Assemblies (Steel) (Non-Standard only)	Y	Y	Y	T	SD
687	Pedestal Pole Assemblies	Y	Y	N	T	SD
688	Detectors	Y	Y	N	A	SD
784	Repairing Steel Bridge Members	Y	Y	Y	B	WD
SS	Prestr Concr Crown Span	Y	Y	N	B	SD
SS	Sound Barrier Walls	Y	Y	Y	A	SD
SS	Camera Poles	Y	Y	Y	TMS	SD
SS	Pedestrian Bridge (Calcs req'd.)	Y	Y	Y	B	SD
SS	Screw-In Type Anchor Foundations	Y	Y	N	T	SD
SS	Fiber Optic/Communication Cable	Y	Y	N	TMS	SD
SS	Spread Spectrum Radios for Signals	Y	Y	N	T	SD
SS	VIVDS System for Signals	Y	Y	N	T	SD
SS	CTMS Equipment	Y	Y	N	TMS	SD

Notes:

1. Document flow for Working Drawings differs from Shop Drawings in that Working Drawings must be submitted to the Engineer rather than the Engineer of Record and they are for the information of the Engineer only; an approval stamp and distribution to all project offices is not required.

Key to Reviewing Party

A - Area Office

Area Office	Email Address
Brazoria Area Office	HOU-BRZAShpDrwgs@txdot.gov
Fort Bend Area Office	HOU-FBAShpDrwgs@txdot.gov
Galveston Area Office	HOU-GALVAShpDrwgs@txdot.gov
Montgomery Area Office	HOU-MONTAShpDrwgs@txdot.gov
North Harris Area Office	HOU-NHAShpDrwgs@txdot.gov
Southeast Area Office	HOU-SEHAShpDrwgs@txdot.gov
Traffic Systems Construction Office	HOU-TSCShpDrwgs@txdot.gov
West/Central Harris Area Office	HOU-WWCHAOShpDrwgs@txdot.gov

B - Houston Bridge Engineer

Bridge Design (Houston TxDOT)	HOU-BrgShpDrwgs@txdot.gov

BRG - Austin Bridge Division

Bridge Design (Austin TxDOT)	BRG_ShopPlanReview@txdot.gov

C - Construction Office

Construction	HOU-ConstrShpDrwgs@txdot.gov
Laboratory	HOU-LabShpDrwgs@txdot.gov

T - Traffic Engineer

Traffic Operations	HOU-TrfShpDrwgs@txdot.gov

TMS – Traffic Management System

Computerized Traffic Management Systems (CTMS)	HOU-CTMSShpDrwgs@txdot.gov

Table 2

Construction Specification Required Shop/Working Drawing Submittals - Consultant Generated Plans

Spec Item No.'s	Product	Submittal Required	Approval Required (Y/N)	Contractor/ Fabricator P.E. Seal Required	Reviewing Party	Shop or Working Drawing (Note 1)
7.16.1&.2	Construction Load Analyses	Y	Y	Y	D	WD
400	Excavation and Backfill for Structures (cofferdams)	Y	N	Y	D	WD
403	Temporary Special Shoring	Y	N	Y	D	WD
420	Formwork/Falsework	Y	N	Y	D	WD
423	Retaining Walls, (calcs req'd.)	Y	Y	Y	D	SD
425	Optional Design Calculations (Prstrs Bms)	Y	Y	Y	D	SD
425	Prestr Concr Sheet Piling	Y	Y	N	D	SD
425	Prestr Concr Beams	Y	Y	N	D	SD
425	Prestr Concr Bent	Y	Y	N	D	SD
426	Post Tension Details	Y	Y	N	D	SD
434	Elastomeric Bearing Pads (All)	Y	Y	N	D	SD
441	Bridge Protective Assembly	Y	Y	N	D	SD
441	Misc Steel (various steel assemblies)	Y	Y	N	D	SD
441	Steel Pedestals (bridge raising)	Y	Y	N	D	SD
441	Steel Bearings	Y	Y	N	D	SD
441	Steel Bent	Y	Y	N	D	SD
441	Steel Diaphragms	Y	Y	N	D	SD
441	Steel Finger Joint	Y	Y	N	D	SD
441	Steel Plate Girder	Y	Y	N	D	SD
441	Steel Tub-Girders	Y	Y	N	D	SD
441	Erection Plans, including Falsework	Y	N	Y	D	WD
449	Sign Structure Anchor Bolts	Y	Y	N	D	SD
450	Railing	Y	Y	N	D	SD
462	Concrete Box Culvert	Y	Y	N	D	SD

462	Concrete Box Culvert (Alternate Designs Only,calcs reqd.)	Y	Y	Y	D	SD
464	Reinforced Concrete Pipe (Jack and Bore only; ONLY when requested)	Y	Y	Y	D	SD
465	Pre-cast Junction Boxes, Grates, and Inlets	Y	Y	N	D	SD
465	Pre-cast Junction Boxes, Grates, and Inlets (Alternate Designs Only, calcs req'd.)	Y	Y	Y	D	SD
466	Pre-cast Headwalls and Wingwalls	Y	Y	N	D	SD
467	Pre-cast Safety End Treatments	Y	Y	N	D	SD
495	Raising Existing Structure (calcs reqd.)	Y	Y	Y	D	SD
610	Roadway Illumination Supports (Non-Standard only, calcs reqd.)	Y	Y	Y	D	SD
613	High Mast Illumination Poles (Non-standard only, calcs reqd.)	Y	Y	Y	D	SD
627	Treated Timber Poles	Y	Y	N	D	SD
644	Special Non-Standard Supports (Bridge Mounts, Barrier Mounts, Etc.)	Y	Y	Y	D	SD
647	Large Roadside Sign Supports	Y	Y	Y	D	SD
650	Cantilever Sign Structure Supports - Alternate Design Calcs.	Y	Y	Y	D	SD
650	Sign Structures	Y	Y	N	D	SD
680	Installation of Highway Traffic Signals	Y	Y	N	D	SD
682	Vehicle and Pedestrian Signal Heads	Y	Y	N	D	SD
684	Traffic Signal Cables	Y	Y	N	D	SD
685	Roadside Flashing Beacon Assemblies	Y	Y	N	D	SD
686	Traffic Signal Pole Assemblies (Steel) (Non-Standard only)	Y	Y	Y	D	SD
687	Pedestal Pole Assemblies	Y	Y	N	D	SD
688	Detectors	Y	Y	N	D	SD
784	Repairing Steel Bridge Members	Y	Y	Y	D	WD
SS	Prestr Concr Crown Span	Y	Y	N	D	SD
SS	Sound Barrier Walls	Y	Y	Y	D	SD
SS	Camera Poles	Y	Y	Y	TMS	SD
SS	Pedestrian Bridge (Calcs req'd.)	Y	Y	Y	D	SD
SS	Screw-In Type Anchor Foundations	Y	Y	N	D	SD
SS	Fiber Optic/Communication Cable	Y	Y	N	TMS	SD
SS	Spread Spectrum Radios for Signals	Y	Y	N	D	SD
SS	VIVDS System for Signals	Y	Y	N	D	SD
SS	CTMS Equipment	Y	Y	N	TMS	SD

Notes:

1. Document flow for Working Drawings differs from Shop Drawings in that Working Drawings must be submitted to the Engineer rather than the Engineer of Record and they are for the information of the Engineer only; an approval stamp and distribution to all project offices is not required.

Key to Reviewing Party

D – Consultant: Submit to Engineer of Record at *email@host.xxx*
TMS – Traffic Management System

Computerized Traffic Management Systems (CTMS)	HOU-CTMSShpDrwgs@txdot.gov

Item 6: Control of Materials

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

Item 7: Legal Relations and Responsibilities

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

The Contractor may proceed with activities in PSLs that do not affect a USACE permit area if a self-determination has been made that the PSL is non-jurisdictional or if proper USACE clearances have been obtained in jurisdictional areas or have been previously evaluated by the USACE as part of the permit review of this project. The Contractor is solely responsible for documenting any determinations that their activities do not affect a USACE permit area. Maintain copies of their determinations for review by the Department or any regulatory agency.

Document and coordinate with the USACE, if required, before hauling any excavation from or hauling any embankment to a USACE permit area by either 1 or 2 below:

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

2. **Contractor Materials from Areas Other than Previously Evaluated Areas.** Provide the Department with a copy of USACE coordination or approvals before initiating any activities for an area within the project limits that has not been evaluated by the USACE or for any off right of way locations used for the following, but not limited to, haul roads, equipment staging areas, borrow and disposal sites:

a. The Item, “Embankment” used for temporary or permanent fill within a USACE permit area.
b. Unsuitable excavation or excess excavation, “Waste” (under the Item, “Excavation”), that is disposed of outside a USACE evaluated area.

No significant traffic generator events identified.

Item 8: Prosecution and Progress

Working days will be computed and charged based on a workweek in accordance with section 8.3.1.4.

No significant traffic generator events have been identified.

Item 502: Barricades, Signs, and Traffic Handling

Use a traffic control plan for handling traffic through the various phases of construction. Follow the phasing sequence unless otherwise agreed upon by the Area Engineer and the Project Manager. Ensure this plan conforms to the latest “Texas Manual on Uniform Traffic Control Devices” and the latest Barricade and Construction (BC) Standard Sheets. The latest versions of Work Zone Standard Sheets WZ (BTS-1) and WZ (BTS-2) are the traffic control plan for the signal installations.

Submit changes to the traffic control plan to the Area Engineer. Provide a layout showing the construction phasing, signs, striping, and signalizations for changes to the original traffic control plan.

Furnish and maintain the barricades and warning signs, including the necessary temporary and portable traffic control devices, during the various phases of construction. Place and construct these barricades and warning signs in accordance with the latest “Texas Manual on Uniform Traffic Control Devices” for typical construction layouts.

Cover work zone signs when work related to the signs is not in progress, or when any hazard related to the signs no longer exists.

Keep the delineation devices, signs, and pavement markings clean. This work is subsidiary to the Item, “Barricades, Signs, and Traffic Handling.”

If a section is not complete before the end of the workday, pull back the base material to the existing pavement edge on a 6H: 1V slope. Edge drop-offs during the hours of darkness are not permitted.

Before detouring traffic onto the mainlane shoulders, remove dirt, debris, vegetation, and other deleterious material from the surface of the shoulders. Appropriately sign the detour in an approved manner. This work is subsidiary to the various bid items.

Coordinate and schedule the work with the appropriate Metro representative if requiring access to the High Occupancy Vehicle lanes.

Cover or remove the permanent signs and construction signs that are incorrect or that do not apply to the current situation for a particular phase.

Replace the overhead signs, informational signs, and exit signs to be removed, with temporary signs providing the correct information to the traveling public. Size the replacement signs and include them in the traffic control plan.

Do not mount signs on drums or barricades, except those listed in the latest Barricades and Construction standard sheets.

Use traffic cones for daytime work only. Replace the cones with plastic drums during nighttime hours.

Place positive barriers to protect drop-off conditions greater than 2 ft. within the clear zone that remain overnight.

Do not reduce the existing number of lanes open to traffic except as shown on the following time schedule:

DAY	**DAYTIME WORK HOURS**	**NIGHTTIME WORK HOURS**	**RESTRICTED HOURS SUBJECT TO LANE CLOSURE FEES**
MONDAY	9:00 AM – 3:00 PM	N/A	5:00 AM – 9:00 AM 3:00 PM – 7:00 PM
TUESDAY	9:00 AM – 3:00 PM	N/A	5:00 AM – 9:00 AM 3:00 PM – 7:00 PM
WEDNESDAY	9:00 AM – 3:00 PM	N/A	5:00 AM – 9:00 AM 3:00 PM – 7:00 PM
THURSDAY	9:00 AM – 3:00 PM	N/A	5:00 AM – 9:00 AM 3:00 PM – 7:00 PM
FRIDAY	9:00 AM – 3:00 PM	N/A	5:00 AM – 9:00 AM 3:00 PM – 7:00 PM
SATURDAY	9:00 AM – 3:00 PM	N/A	5:00 AM – 9:00 AM 3:00 PM – 7:00 PM
SUNDAY	N/A	N/A	N/A

The above times are approved for the traffic control conditions listed. The Area Engineer may approve other closure times if traffic counts warrant. The Area Engineer may reduce the above times for special events.

No street closures should be necessary for this work. During the construction, if street closure becomes necessary, it should be done on non-working days. The closure period for each intersection occurs only during the phase when constructing that street, unless otherwise directed. Reopen the street within the number of working days allowed; otherwise, the engineer may cease construction activities not affiliated with reopening the closed street, until it fully reopens to the traveling public. Time charges will not be suspended nor increased to compensate for this occurrence.

During construction, remove, cover, adjust, or replace overhead sign panels to correspond with each current traffic control phase. The desirable size of letters for freeways is 10 in., the minimum is 8 in. This work is subsidiary to Item 502.

Relocate a logo sign to avoid interference with construction phases as necessary. Assure that relocated signs meet clearance requirements. If clearance requirements cannot be met using the existing sign, contact the logo sign contractor to manufacture and deliver to the jobsite a smaller logo sign within 3 weeks. If there is absolutely no room to display the relocated logo sign, 2 weeks before relocating, contact the logo sign contractor to remove the sign and place it in storage. The telephone number for LoneStar Logos is (512) 462-1310 and the e-mail address for the regional manager, Tyler Starr, is tstarr@lonestarlogos.com.

When relocating a logo sign, provide wooden skid mounted sign supports for the sign that are crashworthy and in accordance with the latest edition of the "Texas Manual on Uniform Traffic Control Devices." Specific information on crash worthy skid mounted signs can be found at: http://d2dtl5nnlpfr0r.cloudfront.net/tti.tamu.edu/documents/0-6782-2.pdf

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 Environmental Controls

The use of hay bales is not permitted as Storm Water Pollution Prevention Plan (SWP3) measures.

The Storm Water Pollution Prevention Plan (SWP3) consists of temporary erosion control measures needed and provided for under this Item. The disturbed area is less than one acre and use of erosion control measures is not anticipated. If physical conditions encountered at the job site require necessary controls, BMP installation, maintenance, and removal will be paid as extra work on a force account basis per Articles 4.4 and 9.7. Since the disturbed area is less than 5 acres, a "Notice of Intent" (NOI) is not required.

A Storm Water Pollution Prevention Plan (SWP3) is required.

Use appropriate measures to prevent, minimize, and control the spill of hazardous materials in the construction staging area. Remove and dispose of materials in compliance with State and Federal laws.

Before starting construction, review with the Engineer the SWP3 used for temporary erosion control as outlined on the plans. Before construction, place the temporary erosion and sedimentation control features as shown on the SWP3.

Schedule the seeding or sodding work as soon as possible. The project schedule provides for a vegetation management plan.

After completing earthwork operations, restore and reseed the disturbed areas in accordance with the Department's specifications for permanent or temporary erosion control.

Implement temporary and permanent erosion control measures to comply with the National Pollution Discharge Elimination System (NPDES) general permit under the Clean Water Act.

Before starting grading operations and during the project duration, place the temporary or permanent erosion control measures to prevent sediment from leaving the right of way and protect environmental resources.

Immediately address chemical and hydrocarbon spills caused by the Contractor. Keep a spill kit onsite.

Item 618: Conduit

When backfilling bore pits, ensure that the conduit is not damaged during installation or due to settling backfill material. Compact select backfill in 3 equal lifts to the bottom of the conduit; or if using sand, place it 2 in. above the conduit. Ensure backfill density is equal to that of the existing soil. Prevent material from entering the conduit.

Construct bore pits a minimum of 5 ft. from the edge of the base or pavement. Close the bore pit holes overnight.

Unless otherwise shown on the plans, install underground conduit a minimum of 24 in. deep. Install the conduit in accordance with the latest National Electrical Code (NEC) and applicable Department standard sheets. Place conduit under driveways or roadways a minimum of 24 in. below the pavement surface.

If using casing to place bored conduit, the casing is subsidiary to the conduit.

If placing the conduit under existing pavement to reach the service poles, bore the conduit in place and extend it a minimum distance of 5 ft. beyond the edge of shoulder or the back of curb.

Where PVC, duct cable, and HDPE conduit 1 in. and larger is allowed and installed per Department standards, provide a PVC elbow in place of the galvanized rigid metal elbow required by the Electrical Details standards. Ensure the PVC elbow is of the same schedule rating as the conduit to which it is connected. Use only a flat, high tensile strength polyester fiber pull tape to pull conductors through the PVC conduit system.

Remove conductor and conduit to be abandoned to 1 ft. below the ground level. This work is subsidiary to the various bid items.

Do not use cast iron junction boxes in concrete traffic barriers and single slope traffic barriers. Use polymer concrete junction boxes as shown on standard sheet ED(4)-14. Mount the junction boxes flush (+ 0 in., - 1/2 in.) with the concrete surface of the concrete barrier.

Use materials from pre-qualified producers as shown on the Department's Construction Division (CST) material producers list. Check the latest links on the Department's website for the list. The category is "Roadway Illumination and Electrical Supplies." The polymer concrete barrier box is subsidiary to Item 618, "Conduit."

Provide Liquid-Tight Flexible Metal (LTFM) conduit if the plans refer to flexible metal conduit. Do not use flexible metal conduit.

Unless otherwise shown on the plans, place conduit runs behind curbs at locations where curbs exist.

Use schedule 80 PVC conduit to house conductor runs under paved riprap, roadway, or driveways, unless otherwise shown on the plans.

Use Rigid Metal Conduit (RMC) for exposed conduit.

Before backfilling conduit trenches, place a detectable underground metalized mylar marking tape above the conduit and concrete encasement. Imprint the marking tape with, "TxDOT CONDUIT AND FIBER OPTIC CABLE SYSTEM. CALL (713) 802-5909 BEFORE PROCEEDING" every 18 in. Supplying and installing the marking tapes is subsidiary to the various bid items.

Conduit elbows and rigid metal extensions required when installing PVC conduit systems are subsidiary to the various bid items.

Install a continuous bare or green insulated copper wire No. 8 AWG or larger in every conduit throughout the electrical system in accordance with the Electrical Detail Standard Sheets, and the latest edition of the NEC.

Provide a single 1/C #14 insulated wire in conduit runs which have been identified in the plans to carry fiber optic cable. Provide UL-listed solid copper wire with orange color low density polyethylene insulation, suitable for conduit installation, rated for a temperature range of -20 C to +60 C and a voltage rating of 600V. This wire will serve as a tracer, or locate, wire for locating underground conduit containing fiber optic cabling and will be paid for under Item 620, "Electrical Conductors."

Item 620: Electrical Conductors

Test each wire of each cable or conductor after installation. Incomplete circuits or damage to the wire or the cable are cause for immediate rejection of the entire cable being tested. Remove and replace the entire cable at no expense to the Department. Also test the replacement cable after installation.

When pulling cables or conductors through the conduit, do not exceed the manufacturer's recommended pulling tensions. Lubricate the cables or conductors with a lubricant recommended by the cable manufacturer.

For both transformer and shoe-base type illumination poles, provide double-pole breakaway fuse holders as shown on the Department's Construction Division (CST) material producers list. Check the latest link on the Department's website for this list. The category is "Roadway Illumination and Electrical Supplies." The fuse holder is shown on the list under Items 610 and 620. Provide 10 Amp time delay fuses.

Ensure that circuits test clear of faults, grounds, and open circuits.

Split bolt connectors are allowed only for splices on the grounding conductors.

For Roadside Flashing Beacon Assemblies (Item 685) and Pedestal Pole Assemblies (Item 687) within the project, provide single-pole breakaway disconnects as shown on the Construction Division (CST) material producers list. Check the latest link on the Department's website for this list. The category is "Roadway Illumination and Electrical Supplies." The fuse holder is shown on the list under Item 685. For underground (hot) conductors, install a breakaway connector with a dummy fuse (slug). Provide dummy fuse (slug). For grounded (neutral) conductors, install a breakaway connector with a white colored marking and a permanently installed dummy fuse (slug).

For electrical licensing and electrical certification requirements for this project, see Item 7 of the Standard Specifications and any applicable special provisions to Item 7.

Item 623: Intelligent Transportation Systems Ground Boxes

The ground box locations are approximate. Alternate ground box locations may be used as directed, to avoid placing in sidewalks or driveways.

Ground metal ground box covers. Bond the ground box cover and ground conductors to a ground rod located in the ground box and to the system ground.

Ground the existing metal ground box covers as shown on the latest standard sheet ED (4)-14.

During construction and until project completion, provide personnel and equipment necessary to remove ground box lids for inspection. Provide this assistance within 24 hours of notification.

Construct concrete aprons in accordance with the latest standard sheet ED (4)-14. Make the depth of the concrete apron the same as the depth of the ground box, except for Type 1 and Type 2 ground boxes. For Type 1 or Type 2 ground boxes, construct the concrete apron in accordance with details shown on the "Ground Box Details Installations" standard.

Item 656: Foundations for Traffic Control Devices

Excavating and disposing of surplus materials for lighting standard foundations are subsidiary to the roadway illumination assembly foundation. Dispose of surplus excavated material. Use rigid metal conduit (RMC) for stub-outs in foundation and concrete structures. These stub-outs are subsidiary to the drilled shaft foundations.

Item 6027: Fiber Optic Cable/Communication Cable

Seal each end of the communications cable that is exposed to elements during storage or after installing with a waterproof sealant, or as per manufacturer recommendations.

Ensure each communication cable run is continuous without splices from controller to controller.

Assume responsibility for the signal carrying capability and performance of the cable. Install each wire with a lightning protection device unless otherwise noted. Ground the cable in accordance with the manufacturer's recommendation.

Locations of underground installations are approximate. It is the contractor's responsibility to verify all utility locations prior to any construction.

The contractor shall contact public and private utilities for location of underground facilities at least 72 hours prior to any drilling, boring, trenching or excavating.

The contractor shall be fully responsible for any damages caused by contractor's failure to locate and preserve these utilities whether underground, above ground or overhead.

All work must be performed within TxDOT right of way.

Data communication switch (ethernet) to be supplied by TxDOT.

Use Type 1 ground box, installed near controller, exclusively for fiber optic cable with conduit only.

Do not install other electrical cable or conduit in the Type 1 ground box. Ground metal ground box cover. Bond the ground box cover and ground conductors to the ground rod located in the ground box and the system ground.

All existing controllers should be compatible with ITS system.

During construction and until project completion, provide personnel and equipment necessary to remove ground box lids for inspection. Provide this assistance within 24 hours of notification.

For each ground box on this project in which cable is added or removed, affix a tag to the cabling remaining in the box clearly stating that the box contains cabling which is supplied by more than one source. Ensure the tag is laminated and has minimum dimensions of 4 inches by 6 inches.

The ground box locations are approximate. Alternate ground box locations may be used as directed, to avoid placing in sidewalks or driveways.

For Type 1 ground box construct the concrete apron in accordance with details shown on the "ground box details ITS (37)-16" standard.

Fully test the proposed fiber optic cable in accordance with the testing requirements of the specifications.

Fiber optic cables coiled in ground boxes with waterproof splice enclosures shall not exceed fifteen feet per cable unless otherwise shown in the plans or as directed by engineer in the field.

If using casing to place bored conduit, consider the casing incidental to the conduit.

If working near power lines, comply with the appropriate sections of Texas state law and federal regulations relating to the type of work involved.

Provide a single 1#14 insulated wire in conduit runs which have been identified in the plans to carry fiber optic cable. Provide UL listed solid copper wire with orange color type XHHW polyethylene insulation. This wire will serve as a tracer or locate wire for locating underground conduit containing fiber optic cabling and will be paid for under item 620, "electrical conductors".

Furnish all equipment, material and labor necessary for identification and protection of the utilized fiber.

Construct bore pits a minimum of five feet from the edge of the base, or pavement, close the bore pit holes overnight. Consider payment for bored conduit as the width of the roadway plus five feet on each side of roadway.

Repair or replace pavement and sidewalks damaged by the contractor's forces during construction at no cost to the department.

Each fiber optic cable run in underground conduits shall have an extra length of fifteen feet coiled and left in each ground box unless otherwise shown in the plans or as directed by the engineer in the field.

Ground all existing metal ground box covers as outlined on latest standard sheet ED(4)-14. Replacements for these ground boxes must be made of polymer concrete as detailed on the latest standard sheet ED(4)-14. The materials and labor associated with this work is subsidiary to various bid items in project.

Limits of pay for bored conduits shall not extend more than five feet in front of and beyond the roadway or driveway that is being bored under. When multiple driveways exist, the contractor may be allowed to bore under the entire group of driveways provided the driveways do not exceed forty foot spacing as approved by the engineer in the field. No increase for bored conduits will be incurred for this work. Conduit bored between multiple driveways to be paid for as trenched conduit.

Construct concrete apron, if necessary, in accordance with the latest standard sheet ED(4)-14. For ty1 ground box construct apron in accordance with details shown on the "ground box details ITS(37)-16" standard.

Install a fiber optic patch panel on the fiber drop cable in each controller cabinet. The fiber optic patch panel (12 position) shall be considered incidental to the pertinent bid items in this project.

Furnish and install all fiber optic cables and accessories for a complete and operational system.

Use schedule 80 PVC conduit to house all conductor runs under paved riprap, roadway, or driveways unless otherwise shown in the plans.

Unless otherwise noted on the plans, place conduit runs behind curbs at all locations where curb exists.

Refer to TxDOT’s website for prequalified products list regarding conduits, conductors, ground boxes and electrical service. Check website periodically for current updates.

Use rigid metal conduit (RMC) for exposed conduit.

Junction boxes used to attach to bridge structures shall be incidental to Item 618,"CONDT(RM)".

When pulling cables or conductors through the conduit, do not exceed the manufacturer's recommended pulling tension. Lubricate the cables or conductor's with lubricant recommended by the cable manufacturer.

Provide the fiber optic cable system complete with incidental work. Material and services not expressly called for in the specifications, or not shown on the plans, but which may be necessary for a complete and properly functioning system. Consider this as part of this bid item.

CONTROL : 1986-01-072
PROJECT : STP 2B24(357)HES
HIGHWAY : FM 1314
COUNTY : MONTGOMERY

TEXAS DEPARTMENT OF TRANSPORTATION

GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED AS FOLLOWS:

STANDARD SPECIFICATIONS: ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION SEPTEMBER 1, 2024. STANDARD SPECIFICATIONS ARE INCORPORATED INTO THE CONTRACT BY REFERENCE.

ITEMS 1 TO 9 INCL., GENERAL REQUIREMENTS AND COVENANTS
ITEM 500 MOBILIZATION
ITEM 502 BARRICADES, SIGNS, AND TRAFFIC HANDLING <503><505><510>
ITEM 506 TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS <506>
ITEM 618 CONDUIT <400><445><476>
ITEM 620 ELECTRICAL CONDUCTORS <610><628>
ITEM 623 INTELLIGENT TRANSPORTATION SYSTEM (ITS) GROUND BOXES <400><420><421><432><440><471><618><619><620>

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

REQUIRED CONTRACT PROVISIONS. ALL FEDERAL-AID PROJECTS (REV. 10-23) (FORM FHWA 1273)
WAGE RATES
SPECIAL PROVISION "NONDISCRIMINATION" (000---001)
SPECIAL PROVISION "CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT" (000---002)
SPECIAL PROVISION "STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFIC" (000---003)
SPECIAL PROVISION "ONTHEJOB TRAINING PROGRAM" (000---004)
SPECIAL PROVISION "CARGO PREFERENCE ACT REQUIREMENTS IN FEDERAL AID CONTRA" (000---007)
SPECIAL PROVISION "IMPORTANT NOTICE TO CONTRACTORS" (000---008)
SPECIAL PROVISION "IMPORTANT NOTICE TO CONTRACTORS" (000---009)
SPECIAL PROVISION "NOTICE OF CONTRACTOR PERFORMANCE EVALUATIONS"

(000---016)
SPECIAL PROVISION "CERTIFICATE OF INTERESTED PARTIES (FORM 1295)"
(000---017)
SPECIAL PROVISION "NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO
ENSURE EQUAL EMPLOYEMENT OPPORTUNITY (EXECUTIVE O
RDER 11" (000---020)
SPECIAL PROVISION "DISADVANTAGED BUSINESS ENTERPRISE IN FEDERALAID"
(000---022)
SPECIAL PROVISION "SCHEDULE OF LIQUIDATED DAMAGES" (000---031)
SPECIAL PROVISION TO ITEM 2 (002---001)
SPECIAL PROVISION TO ITEM 6 (006---001)
SPECIAL PROVISION TO SPECIAL SPECIFICATION ITEM 6027 (6027--001)

SPECIAL SPECIFICATIONS:

ITEM 6027 INTELLIGENT TRANSPORTATION SYSTEM (ITS) FIBER OPTIC CABLE
<618><619><620><625>

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

Control	**1986-01-072**
Project	**STP 2B24(357)HES**
Highway	**FM 1314**
County	**MONTGOMERY**

DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

The following goal for disadvantaged business enterprises is established:

DBE
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.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Assurances Required:

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding (29 CFR 5.5)

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

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

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

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

(2) A contracting agency for its reprocurement costs;

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

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

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

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

3. Records and certified payrolls (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

3. Withholding for unpaid wages and liquidated damages

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

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

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

(2) A contracting agency for its reprocurement costs;

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

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

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

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

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

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The wage rates listed herein are those predetermined by the Secretary of Labor and State 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

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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.

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

2. DEFINITION OF TERMS

Where the term "Contractor" appears in the following six nondiscrimination clauses, the term "Contractor" is understood to include all parties to Contracts or agreements with the Department.

3. NONDISCRIMINATION PROVISIONS

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

3.1. **Compliance with Regulations**. The Contractor must comply with the Regulations pertinent to nondiscrimination in federally assisted programs of the United States Department of Transportation 49 CFR 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

3.2. **Nondiscrimination**. The Contractor, regarding the work performed during the Contract, must not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor must not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3.3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, the Contractor must notify each potential subcontractor or supplier of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

3.4. **Information and Reports**. The Contractor must provide all information and reports required by the Regulations or directives issued pursuant thereto, and must permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the Recipient or the Department to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor must so certify to the Recipient, or the Department as appropriate, and must set forth what efforts it has made to obtain the information.

3.5. **Sanctions for Noncompliance**. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Recipient must impose such Contract sanctions as it or the Department may

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

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

Special Provision to Item 000
Certification of Nondiscrimination in Employment

1. GENERAL

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

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

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

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

Special Provision to Item 000

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

1. GENERAL

1.1. As used in these Specifications:

- "Covered area" means the geographical area described in the solicitation from which this Contract resulted;
- "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor (DOL), or any person to whom the Director delegates authority;
- "Employer identification number" means the federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941; and
- "Minority" includes:
  - Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
  - Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

1.2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it will physically include in each subcontract of more than $10,000 the provisions of these Specifications and the Notice that contains the applicable goals for minority and female participation that are set forth in the solicitations from which this Contract resulted.

1.3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by DOL in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) will be in conformance with that Plan for those trades that have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the equal employment opportunity (EEO) clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

1.4. The Contractor will implement the specific affirmative action standards provided in Sections 1.7.1.– Section 1.7.16. of this Specification. The goals set forth in the solicitation from which this Contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing Contracts in geographical areas where they do not have a federal or federally assisted construction Contract will apply the minority and female goals established for the geographical area where the Contract is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any OFCCP office

or any federal procurement contracting officer. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

1.5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women will excuse the Contractor's obligations under these Specifications, Executive Order (EO) 11246, or the regulations promulgated pursuant thereto.

1.6. For the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by DOL.

1.7. The Contractor will take specific affirmative actions to ensure EEO. The evaluation of the Contractor's compliance with these Specifications will be based on its effort to achieve maximum results from its actions. The Contractor will document these efforts fully and will implement affirmative action steps at least as extensive as the following.

1.7.1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor will specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

1.7.2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

1.7.3. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, recruitment source, or community organization, and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred to the Contractor by the union or, if referred, not employed by the Contractor, this will be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

1.7.4. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement have not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

1.7.5. Develop on-the-job training opportunities or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by DOL. The Contractor will provide notice of these programs to the sources compiled under Section 1.7.2.

1.7.6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in publications such as the company newspaper and annual report; by specifically reviewing the policy with all management personnel and with all minority and female employees at least once annually; and by posting it on bulletin boards accessible to all employees at each location where construction work is performed.

1.7.7. Review, at least annually, the company's EEO policy and affirmative action obligations under these Specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items with onsite supervisory personnel such as

superintendents and general foremen, before the initiation of construction work at any jobsite. A written record must be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

1.7.8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and subcontractors with whom the Contractor does or anticipates doing business.

1.7.9. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations; to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 mo. before the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor will send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

1.7.10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after-school, summer, and vacation employment to minority and female youth both onsite and in other areas of a Contractor's workforce.

1.7.11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR 60-3.

1.7.12. At least annually, conduct an inventory and evaluation at least of all minority and female personnel for promotional opportunities, and encourage these employees to seek or to prepare for such opportunities through appropriate training or other means.

1.7.13. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the Contractor's obligations under these Specifications are being carried out.

1.7.14. Ensure that all facilities and company activities are non-segregated, except that separate or single-user toilet and necessary changing facilities will be provided to assure privacy between the sexes.

1.7.15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

1.7.16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

1.8. Contractors are encouraged to participate in voluntary associations that assist in fulfilling one or more of their affirmative action obligations (Sections 1.7.1.–1.7.16. of this Specifications). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under Sections 1.7.1–1.7.16. of this Specification, provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's, and failure of such a group to fulfill an obligation will not be a defense for the Contractor's noncompliance.

1.9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide EEO and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the EO if a particular group is employed in a substantially disparate manner (e.g., even though the Contractor

has achieved its goals for women generally, the Contractor may be in violation of the EO if a specific minority group of women is underused).

1.10. The Contractor must not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

1.11. The Contractor will not enter into any subcontract with any person or firm debarred from Government Contracts pursuant to EO 11246.

1.12. The Contractor will carry out such sanctions and penalties for violation of these Specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to EO 11246, as amended, and its implementing regulations, by OFCCP. Any Contractor who fails to carry out such sanctions and penalties will be in violation of these Specifications and EO 11246, as amended.

1.13. The Contractor, in fulfilling its obligations under these Specifications, will implement specific affirmative action steps, at least as extensive as those standards prescribed in Section 1.7 of this Specification, to achieve maximum results from its efforts to ensure EEO. If the Contractor fails to comply with the requirements of the EO, the implementing regulations, or these Specifications, the Director will proceed in accordance with 41 CFR 60-4.8.

1.14. The Contractor will designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records must at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, Social Security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records must be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors will not be required to maintain separate records.

1.15. Nothing herein provided will be construed as a limitation on the application of other laws that establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

1.16. In addition to the reporting requirements set forth elsewhere in this Contract, the Contractor and the subcontractors holding subcontracts, not including material suppliers, of $10,000 or more, will submit for every month of July during which work is performed, employment data as contained under Form PR 1391 (Appendix C to 23 CFR 230), and in conformance with the included instructions.

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

1. DESCRIPTION

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

2. TRAINEE ASSIGNMENT

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

3. PROGRAM REQUIREMENTS

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

4. REIMBURSEMENT

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

5. COMPLIANCE

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

Special Provision 000

Cargo Preference Act Requirements in Federal Aid Contracts

1. DESCRIPTION

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

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

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

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

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

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

Special Provision 000
Important Notice to Contractors

The Contractor's attention is directed to the fact that an intelligent transportation system (ITS) technical qualification is required of all prospective bidders. Refer to Special Provision to Item 2 included in the proposal or contact the Traffic Safety Division at ITS_Tech_Qual@txdot.gov or (512) 416-3118 for more information. The ITS technical qualification is in addition to financial prequalification as required by the Construction Division. The ITS technical qualification does not relieve the Contractor of any requirements found in the Specifications. Categories of work applicable to this project and defined in the Special Provision to Item 2 include "Category A. Pulling Fiber Optic Cable."

Special Provision 000
Important Notice to Contractors

The Contractor's attention is directed to the fact that an intelligent transportation system (ITS) technical qualification is required of all prospective bidders. Refer to Special Provision to Item 2 included in the proposal or contact the Traffic Safety Division at ITS_Tech_Qual@txdot.gov or (512) 416-3118 for more information. The ITS technical qualification is in addition to financial prequalification as required by the Construction Division. The ITS technical qualification does not relieve the Contractor of any requirements found in the Specifications. Categories of work applicable to this project and defined in the Special Provision to Item 2 include "Category B. Splicing and Testing of Fiber Optic Cable."

Special Provision 000
Important Notice to Contractors

1. GENERAL

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

2. DEFINISIONS

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

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

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

3. CONTRACTOR EVALUATIONS

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

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

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

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

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

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

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

4. DIVISION OVERSIGHT

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

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

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

5. PERFORMANCE REVIEW COMMITTEE

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

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

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

6. APPEALS PROCESS

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

Special Provision 000
Certificate of Interested Parties (Form 1295)

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

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

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

Special Provision to Item 000

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

1. GENERAL

In addition to the affirmative action requirements of the Special Provision titled "Standard Federal Equal Employment Opportunity Construction Contract Specifications" as set forth elsewhere in this proposal, the Bidder's attention is directed to the specific requirements for use of minorities and females as set forth below.

2. GOALS

Goals for minority and female participation are hereby established in accordance with 41 CFR 60-4.

The goals for minority and female participation expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area are as follows:

Goals for Minority Participation in Each Trade (%)	Goals for Female Participation in Each Trade (%)
See Table 1	6.9

These goals are applicable to all the Contractor's construction work (whether it is federal or federally assisted or not) performed in the covered area. If the Contractor performs construction work in a geographical area located outside the covered area, it will apply the goals established for such geographical area where the work is actually performed. Regarding this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction. The Contractor's compliance with the Executive Order (EO) and the regulations in 41 CFR 60-4 will be based on its implementation of the Standard Federal Equal Employment Opportunity Construction Contract Specifications Special Provision and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and the Contractor must make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority and female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals will be a violation of the Contract, the EO, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

The overall good performance of other Contractors and subcontractors toward a goal in an approved plan does not excuse any covered Contractor's or subcontractor's failure to make good faith efforts to achieve the goals contained in these provisions. Contractors or subcontractors participating in the plan must be able to demonstrate their participation and document their compliance with the provisions of this plan.

3. SUBCONTRACTING

The Contractor must provide written notification to the Department within 10 working days of award of any construction subcontract more than $10,000 at any tier for construction work under the Contract resulting from this solicitation pending concurrence of the Department in the award. The notification will list the names, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and geographical area in which the Contract is to be performed.

4. COVERED AREA

As used in this Special Provision, and in the Contract resulting from this solicitation, the geographical area covered by these goals for female participation is the State of Texas. The geographical area covered by these goals for other minorities comprises the counties in the State of Texas as indicated in Table 1.

5. REPORTS

The Contractor is hereby notified that he may be subject to the Office of Federal Contract Compliance Programs (OFCCP) reporting and recordkeeping requirements as provided for under EO 11246 as amended. OFCCP will provide direct notice to the Contractor as to the specific reporting requirements that it will be expected to fulfill.

Table 1
Goals for Minority Participation

County	Participation, %	County	Participation, %
Anderson	22.5	Chambers	27.4
Andrews	18.9	Cherokee	22.5
Angelina	22.5	Childress	11.0
Aransas	44.2	Clay	12.4
Archer	11.0	Cochran	19.5
Armstrong	11.0	Coke	20.0
Atascosa	49.4	Coleman	10.9
Austin	27.4	Collin	18.2
Bailey	19.5	Collingsworth	11.0
Bandera	49.4	Colorado	27.4
Bastrop	24.2	Comal	47.8
Baylor	11.0	Comanche	10.9
Bee	44.2	Concho	20.0
Bell	16.4	Cooke	17.2
Bexar	47.8	Coryell	16.4
Blanco	24.2	Cottle	11.0
Borden	19.5	Crane	18.9
Bosque	18.6	Crockett	20.0
Bowie	19.7	Crosby	19.5
Brazoria	27.3	Culberson	49.0
Brazos	23.7	Dallam	11.0
Brewster	49.0	Dallas	18.2
Briscoe	11.0	Dawson	19.5
Brooks	44.2	Deaf Smith	11.0
Brown	10.9	Delta	17.2
Burleson	27.4	Denton	18.2
Burnet	24.2	DeWitt	27.4
Caldwell	24.2	Dickens	19.5
Calhoun	27.4	Dimmit	49.4
Callahan	11.6	Donley	11.0
Cameron	71.0	Duval	44.2
Camp	20.2	Eastland	10.9
Carson	11.0	Ector	15.1
Cass	20.2	Edwards	49.4
Castro	11.0	Ellis	18.2

County	Participation, %	County	Participation, %
El Paso	57.8	Kenedy	44.2
Erath	17.2	Kent	10.9
Falls	18.6	Kerr	49.4
Fannin	17.2	Kimble	20.0
Fayette	27.4	King	19.5
Fisher	10.9	Kinney	49.4
Floyd	19.5	Kleberg	44.2
Foard	11.0	Knox	10.9
Fort Bend	27.3	Lamar	20.2
Franklin	17.2	Lamb	19.5
Freestone	18.6	Lampasas	18.6
Frio	49.4	LaSalle	49.4
Gaines	19.5	Lavaca	27.4
Galveston	28.9	Lee	24.2
Garza	19.5	Leon	27.4
Gillespie	49.4	Liberty	27.3
Glasscock	18.9	Limestone	18.6
Goliad	27.4	Lipscomb	11.0
Gonzales	49.4	Live Oak	44.2
Gray	11.0	Llano	24.2
Grayson	9.4	Loving	18.9
Gregg	22.8	Lubbock	19.6
Grimes	27.4	Lynn	19.5
Guadalupe	47.8	Madison	27.4
Hale	19.5	Marion	22.5
Hall	11.0	Martin	18.9
Hamilton	18.6	Mason	20.0
Hansford	11.0	Matagorda	27.4
Hardeman	11.0	Maverick	49.4
Hardin	22.6	McCulloch	20.0
Harris	27.3	McLennan	20.7
Harrison	22.8	McMullen	49.4
Hartley	11.0	Medina	49.4
Haskell	10.9	Menard	20.0
Hays	24.1	Midland	19.1
Hemphill	11.0	Milam	18.6
Henderson	22.5	Mills	18.6
Hidalgo	72.8	Mitchell	10.9
Hill	18.6	Montague	17.2
Hockley	19.5	Montgomery	27.3
Hood	18.2	Moore	11.0
Hopkins	17.2	Morris	20.2
Houston	22.5	Motley	19.5
Howard	18.9	Nacogdoches	22.5
Hudspeth	49.0	Navarro	17.2
Hunt	17.2	Newton	22.6
Hutchinson	11.0	Nolan	10.9
Irion	20.0	Nueces	41.7
Jack	17.2	Ochiltree	11.0
Jackson	27.4	Oldham	11.0
Jasper	22.6	Orange	22.6
Jeff Davis	49.0	Palo Pinto	17.2
Jefferson	22.6	Panola	22.5
Jim Hogg	49.4	Parker	18.2
Jim Wells	44.2	Parmer	11.0
Johnson	18.2	Pecos	18.9
Jones	11.6	Polk	27.4
Karnes	49.4	Potter	9.3
Kaufman	18.2	Presidio	49.0
Kendall	49.4	Randall	9.3

County	Participation, %	County	Participation, %
Rains	17.2	Reagan	20.0
Real	49.4	Throckmorton	10.9
Red River	20.2	Titus	20.2
Reeves	18.9	Tom Green	19.2
Refugio	44.2	Travis	24.1
Roberts	11.0	Trinity	27.4
Robertson	27.4	Tyler	22.6
Rockwall	18.2	Upshur	22.5
Runnels	20.0	Upton	18.9
Rusk	22.5	Uvalde	49.4
Sabine	22.6	Val Verde	49.4
San Augustine	22.5	Van Zandt	17.2
San Jacinto	27.4	Victoria	27.4
San Patricio	41.7	Walker	27.4
San Saba	20.0	Waller	27.3
Schleicher	20.0	Ward	18.9
Scurry	10.9	Washington	27.4
Shackelford	10.9	Webb	87.3
Shelby	22.5	Wharton	27.4
Sherman	11.0	Wheeler	11.0
Smith	23.5	Wichita	12.4
Somervell	17.2	Wilbarger	11.0
Starr	72.9	Willacy	72.9
Stephens	10.9	Williamson	24.1
Sterling	20.0	Wilson	49.4
Stonewall	10.9	Winkler	18.9
Sutton	20.0	Wise	18.2
Swisher	11.0	Wood	22.5
Tarrant	18.2	Yoakum	19.5
Taylor	11.6	Young	11.0
Terrell	20.0	Zapata	49.4
Terry	19.5	Zavala	49.4

Special Provision to Item 000
Disadvantaged Business Enterprise in Federal-Aid Contracts

1. DESCRIPTION

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

2. DISADVANTAGED BUSINESS ENTERPRISE IN FEDERAL-AID CONTRACTS

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

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

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

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

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

2.2. **Definitions.**

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

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

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

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

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

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

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

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

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

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

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

2.3. **Contractor's Responsibilities.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CUF determinations are not subject to administrative appeal to DOT.

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

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

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

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

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

2.3.10. **DBE Termination and Substitution.** No DBE named in the commitment submitted under Section 2.3.5. will be terminated for convenience, in whole or part, without the Department’s approval. This includes, but is not

limited to, instances in which a Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

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

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

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

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

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

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

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

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

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

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

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

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

2.3.12. **Failure to Comply.** If the Department determines the Contractor has failed to demonstrate good faith efforts to meet the assigned goal, the Contractor will be given an opportunity for reconsideration by the Department.

A Contractor's failure to comply with the requirements of this Special Provision will constitute a material breach of this Contract. In such a case, the Department reserves the right to terminate the Contract; to deduct the amount of DBE goal not accomplished by DBEs from the money due or to become due the Contractor; or to secure a refund, not as a penalty but as liquidated damages, to the Department or such other remedy or remedies as the Department deems appropriate.

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

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

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

Special Provision 000
Schedule of Liquidated Damages

For Dollar Amount of Original Contract		Dollar Amount of Daily Contract Administration Liquidated Damages per Working Day
From More Than	To and including	
0	1,000,000	760
1,000,000	3,000,000	968
3,000,000	5,000,000	1107
5,000,000	15,000,000	1527
15,000,000	25,000,000	2095
25,000,000	50,000,000	3072
50,000,000	Over 50,000,000	5093

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

Special Provision to Item 2
Instructions to Bidders

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

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

2.3. **Technical Qualification**. The Department will not accept bids from Bidders that have not met the technical qualifications established by the Traffic Safety Division. Technical qualification is required for certain categories of Intelligent Transportation Systems (ITS) work. This technical qualification is in addition to all other Bidder qualifications required by the Department.

Electronically submit ITS Technical Qualification Forms and supporting documentation demonstrating the capability of the Bidder or the Bidder's proposed subcontractors to successfully perform the categories of work in accordance with Sections 2.3.1.–2.3.7 of this Specification. Use the ITS Technical Qualification Form pertinent to each work category. Submit the forms and supporting documentation by 12:00 P.M. (CST), 10 calendar days before bid opening, to ITS_Tech_Qual@txdot.gov. Incomplete submittals or submittals that do not meet the technical qualifications will be rejected, and additional information will be required. Failure to submit the qualification forms and supporting documentation by the deadline will be sufficient reason for declaring the bid nonresponsive in accordance with Article 2.7., "Nonresponsive Bid." The categories of work pertinent to this Contract are listed in "Important Notice to Contractors" Special Provisions in the Contract.

ITS Technical Qualification Forms and additional information on becoming a qualified Bidder may be found on the Department's website or by contacting the Traffic Safety Division by email at ITS_Tech_Qual@txdot.gov or by calling (512) 416-3118.

Once a Bidder or the Bidder's proposed subcontractor has been approved as having met the requirements of this Special Provision, any substitutions or replacement contractors must be submitted to the Traffic Safety Division for approval before performing work on the pertinent work category.

A Bidder or the Bidder's proposed subcontractor must have the level of expertise needed to successfully complete the work. The experience requirements for each work category listed below include three completed projects, one of which must have been completed within the past 5 yr. Vendor reference statements for equipment experience are required under certain work categories but may be waived if the Bidder has acceptable documentation from a vendor demonstrating their experience installing the equipment without onsite assistance.

2.3.1. **Category A. Pulling Fiber Optic Cable**. Meet the following experience requirements.

- **Minimum Experience**. Three yr. continuous existence offering services in the installation of fiber optic cable through an outdoor conduit system and terminating in ground boxes, field cabinets or enclosures, or buildings; and
- **Completed Projects**. Three completed projects where the personnel pulled fiber optic cable, minimum 5 mi. in length, through an outdoor conduit system for each project. The completed fiber optic cable systems must have been in continuous satisfactory operation for at least 1 yr.

2.3.2. **Category B. Splicing and Testing of Fiber Optic Cable**. Meet the following experience requirements.

- **Minimum Experience**. Three yr. continuous existence offering services in the fields of fusion splicing and testing of fiber optic cable installed through a conduit system and terminating in ground boxes, field cabinets or enclosures, or buildings. Experience must include the following:
  - termination of at least 48 fibers within a fiber distribution frame,
  - optical time-domain reflectometer (OTDR) testing and measurement of end-to-end attenuation of single-mode and multi-mode fibers,
  - system troubleshooting and maintenance,
  - training of personnel in system maintenance,
  - use of watertight splice enclosures, and
  - fusion splicing of fiber optic cable that meets the tolerable decibel (dB) losses shown in Table 1; and

Table 1
Sample Table

Mode	dB Loss Range
Single mode	0.05–0.10
Multi-mode	0.20–0.30

- **Completed Projects**. Three completed projects where the personnel performed fiber optic cable splicing and terminations, system testing, and system troubleshooting and maintenance during the project and provided training on system maintenance. Each project must have consisted of a minimum 5-mi. length of fiber optic cable. The completed fiber optic cable systems must have been in continuous satisfactory operation for at least 1 yr.

2.3.3. **Category C. System Integration**. Meet the following experience requirements.

- **Minimum Experience**. Three yr. of providing system integration on wire line and wireless projects including, but not limited to, programming of Layer 2 Ethernet switches, integrating into existing systems, and coordination with traffic management centers; and
- **Completed Projects**. Three completed projects requiring system integration and configuration of hardware including, but not limited to, Ethernet switches, video encoders and decoders, and radios.

2.3.4. **Category D. Dynamic Message Sign (DMS) Installation**. Meet the following experience requirements.

- **Minimum Experience**. Three yr. continuous existence offering services in the installation of DMS signs;
- **Completed Projects**. Three completed projects consisting of at least two signs in each project where the personnel installed, integrated, and tested DMS on outdoor, permanently mounted overhead structures and pertinent sign control equipment. The completed sign system installations must have been in continuous satisfactory operation for at least 1 yr.; and
- **Equipment Experience**. One project (may be one of the three projects in the preceding bulleted item) in which the personnel worked in cooperation with technical representatives of the equipment supplier to perform the installation, integration, or acceptance testing of the work. The Contractor will not be required to furnish equipment on this project from the same supplier that was referenced in the qualification documentation.

2.3.5. **Category E. Closed-Circuit Television (CCTV) Equipment Installation**. Meet the following experience requirements.

- **Minimum Experience**. Three yr. continuous existence offering services in the installation of CCTV camera systems;
- **Completed Projects**. Three completed projects consisting of at least five cameras in each project where the personnel installed, tested, and integrated CCTV cameras on outdoor, permanently mounted

structures and pertinent camera control and transmission equipment. The completed CCTV camera system installations must have been in continuous satisfactory operation for at least 1 yr.; and

- **Equipment Experience**. One project (may be one of the three projects in the preceding bulleted item) in which the personnel worked in cooperation with technical representatives of the equipment supplier to perform installation, integration, or acceptance testing of the work. The Contractor will not be required to furnish equipment on this project from the same supplier that was referenced in the qualification documentation.

2.3.6. **Category F. Wireless Communications**. Meet the following experience requirements.

- **Minimum Experience**. Three yr. continuous existence offering services in the installation of wireless communications. Experience must include the following:
  - conducting radio installation studies, which include signal noise studies, spectrum analysis, antenna gain and radio power calculations, system attenuation, and measurement of standing wave ratios;
  - installation, troubleshooting, and repair of broadband radio systems, which include equipment installation, configuration of radios, antenna calibration, and cabling; and
  - installation, troubleshooting, and repair of interconnected Ethernet networks (local area network [LAN] and wide area network [WAN]), which include cabling, switch or router configuration, and network analysis;
- **Completed Projects**. Three projects consisting of wireless communications installation, troubleshooting, and repair. Each project must include transmitting signals over a minimum 1-mi. distance and installation of at least three devices; and
- **Equipment Experience**. One project (may be one of the three projects in the preceding bulleted item) in which the personnel worked in cooperation with technical representatives of the equipment supplier to perform installation, integration, or acceptance testing of the work. The Contractor will not be required to furnish equipment on this project from the same supplier that was referenced in the qualification documentation.

2.3.7. **Category G. Radar Detection Systems**. Meet the following experience requirements.

- **Minimum Experience**. Three yr. continuous existence offering services in the installation of radar detection systems. Experience must include the following:
  - freeway and arterial management;
  - forward-fire and side-fire applications;
  - single-zone and dual-beam detection; and
  - equipment setup, testing, and troubleshooting;
- **Completed Projects**. Three projects consisting of installation, configuration, and setup of radar detection systems; and
- **Equipment Experience**. One project (may be one of the three projects in the preceding bulleted list) in which the personnel worked in cooperation with technical representatives of the equipment supplier to perform installation, integration, or acceptance testing of the work. The Contractor will not be required to furnish equipment on this project from the same supplier that was referenced in the qualification documentation.

Special Provision to Item 6
Control of Materials

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

Section 1.1. "Buy America," and Section 1.2., "Buy America Exceptions," are voided and replaced by the following.

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

A material is solely classified based on its status at the time it is brought to the work site as either an iron or steel product, construction material, manufactured product, or Section 70917(c) material. Refer to the Buy America Material Classification Sheet found in the general notes or txdot.gov for additional clarification on material classification.

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

For iron or steel products, submit a notarized original FORM D-9-USA-1 (Department Form 1818) with the proper attachments for verification of compliance.

1.1.2. **Section 70917(c) Materials**. Section 70917(c) materials mean cement and cementitious material; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. Section 70917(c) materials do not require domestic sourcing or Buy America certification.

1.1.3. **Construction Materials**. Construction materials are classified as articles, materials, or supplies that consist of only one of the items listed in bullets below. Minor additions (as determined by the plans or the Engineer) to any of the items listed is still a construction material.

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

For construction materials, submit a Construction Material Buy America Certification Form (Department Form 2806) for verification of compliance that all manufacturing processes, as required, occurred in the

United States. Each construction material has specific certification requirements stated below. Provide additional documentation as requested.

Details shown on the plans provide additional clarification on Buy America requirements.

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

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

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

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

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

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

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

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

1.1.4. **Manufactured Products**. Materials classified as a manufactured product are currently waived from Buy America requirements by an FHWA general waiver and are not required to be domestically sourced. However, iron or steel products incorporated into manufactured products must meet iron and steel compliance requirements.

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

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

- The materials are temporarily installed or are supplies, tools, and equipment not incorporated into the project. Temporarily installed means the materials and products must be removed at the end of the project or may be removed at the Contractor's convenience with the Engineer's approval.

Special Provision to Special Specification 6027
Intelligent Transportation System (ITS) Fiber Optic Cable

Special Specification 6027, "Intelligent Transportation System (ITS) Fiber Optic Cable," is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Section 3.2.3.1., "Cabinet," is voided and replaced by the following.

Furnish and install factory pre-terminated simplex connector patch panel modules with integrated pigtail cable in a protective housing at locations called for in the plans to accommodate the cables being terminated at that point. Furnish patch panel housing with an epoxy fill material that is environmentally and temperature stable to permanently secure the connectors and the cable inside the housing to protect the fiber optic components from vibration and shock. Provide housing with strain relief boot around the exiting pigtail cable to provide bend radius protection and short-term retention of at least 200 lbf. Provide housing with integrated mounting notches. Provide patch panel modules with LC connectors, unless otherwise shown on the plans, and dust caps installed by the manufacturer. Document the designation of each connector on labels and charts. Place charts in the cabinet in a heavy plastic envelope approved.

Special Specification 6027

Intelligent Transportation System (ITS) Fiber Optic Cable

1. DESCRIPTION

Furnish, install, relocate, and remove Intelligent Transportation System (ITS) fiber optic cable, fiber patch panels, and splice enclosures as shown on the plans.

2. MATERIALS

2.1. **General Requirements**. Provide, assemble, fabricate, and install materials that are new, corrosion-resistant, and in conformance with the details shown on the plans and in these Specifications.

Furnish, install, splice, and test new fiber optic cable. Provide splicing kits, fiber optic cable caps, connectors, moisture or water sealants, terminators, splice trays, fiber optic jumpers, pig tails, fiber patch panels, fiber interconnect housing, and accessories necessary to complete the fiber optic network. Provide equipment necessary for installation, splicing, and testing.

2.2. **Cable Requirements**. Furnish all-dielectric, dry-filled, gel-free, loose tube fiber optic cable, with low water peak, suitable for underground conduit environments or aerial applications.

Furnish self-supporting, all-dielectric, dry-filled, gel-free, loose tube fiber optic cable, with low water peak suitable for aerial applications when not lashing to strand cable.

All fiber optic cable furnished must have a design life of 20 yr. when installed to the manufacturer's specifications.

Splice fiber optic cables in ground boxes, field cabinets, or buildings. Terminate fiber optic cables in field cabinets and buildings that comply with the details shown on the plans and in this Specification.

Provide fiber optic cable from the same manufacturer and confirm the manufacturer is ISO-9001 certified. Ensure the cables meet or exceed United States Department of Agriculture Rural Utilities Service (RUS) CFR § 1755.900, ANSI/ICEA S-87-640, and Telecommunications Industry Association/EIA- (TIA/EIA-) 492CAAB.

2.3. **Optical Requirements**.

2.3.1. **Optical Fiber**. Provide ITU G.652 single-mode fiber optic cable with a core diameter of 8.3 microns (µm) ±0.7 µm and a cladding diameter of 125 µm ±0.7 µm. Provide optical fiber made of glass consisting of a silica core surrounded by concentric silica cladding, free of imperfections and inclusions.

2.3.2. **Core and Clad Concentricity**. Provide an offset between the center of the core and cladding less than 0.5 µm.

2.3.3. **Mode Field Diameter**. Provide single-mode fiber optic cable with the effective area or mode field diameter of the fiber 9.2 µm ±0.4 µm at 1,310 (nanometers [nm]) and 10.5 µm ±1.0 µm at 1,550 nm.

2.3.4. **Primary Coating**. Provide fiber with a coating diameter of 250 µm ±15 µm.

2.3.5. **Attenuation**. Provide single-mode fiber optic cable with nominal attenuation of 0.35 dB/km maximum at a wavelength of 1,310 nm and nominal attenuation of 0.25 dB/km maximum at a wavelength of 1,550 nm.

Attenuation at water peak must be less than 0.35 dB/km at 1,383 nm.

2.3.6. **Bandwidth and Dispersion**. Provide single-mode fiber optic cable with a maximum dispersion of:

- 3.2 ps/nm-km at a wavelength of 1,310 nm, and
- 18 ps/nm-km at a wavelength of 1,550 nm.

Zero-dispersion wavelength must be between 1,300 nm and 1,324 nm, and the zero-dispersion slope at the zero-dispersion wavelength must be less than 0.092 ps/($nm^2 \cdot km$).

The cutoff wavelength must be less than 1,260 nm for single mode fibers specified to operate at 1,310 nm. The cutoff wavelength must be less than 1,480 for single mode fibers specified to operate only at 1,550 nm or higher.

The macrobend attenuation per 100 turns must not exceed 0.05 dB at 1,310 nm and 1,550 nm.

2.3.7. **Mechanical Requirements (Tensile Strength)**. Provide a cable withstanding a pulling tension of 600 lbf without increasing attenuation by more than 0.8 dB/mi when installing in underground conduit systems in accordance with EIA-455-33A. Conduct an impact test in accordance with TIA/EIA-455-25C (FOTP-25) and a compression load test in accordance with TIA/EIA-455-41A (FOTP-41).

For -dielectric self-supporting cable (ADSS) and other self-supporting cables, meet tensile strength requirements in accordance with Section 25, “Loading of Grades B and C,” of the NESC, for the maximum span and sag information as shown on the plans for aerial construction.

2.3.8. **Bend Radius**. Provide a cable withstanding a minimum bending radius of 10 times its outer diameter during operation, and 20 times its outer diameter during installation, removal, and reinstallation without changing optical fiber characteristics. Test the cable in accordance with EIA-455-33A.

2.3.9. **Buffering**. Use a buffering tube or jacket with an outer diameter of 1.0–3.0 mm containing 12 individual fiber strands. The fibers must not adhere to the inside of the buffer tube.

2.3.10. **Color Coding**. Provide fiber and buffer tubes with a color coating applied to them by the manufacturer. Coating must not affect the optical characteristics of the fiber. Provide color configuration in accordance with TIA/EIA-598 as follows:

- 1. Blue
- 2. Orange
- 3. Green
- 4. Brown
- 5. Slate
- 6. White
- 7. Red
- 8. Black
- 9. Yellow
- 10. Violet
- 11. Rose
- 12. Aqua

3. EQUIPMENT

3.1. **Cable Type**. Provide cables with a reverse oscillation or planetary stranding structure.

Jacket construction and group configuration should separate at splice points to cut and splice one set of fibers while the others remain continuous. Cable jackets must have a ripcord to aid in the removal of the outer jacket. Submit cable designs for approval.

Strand loose buffer tubes around a dielectric central anti-buckling strength member. Provide dielectric aramid or fiber glass strength members with specified strength for the cable. Provide cable with a water-blocking material that is non-hygroscopic, non-nutritive to fungus, non-conductive, non-toxic, and homogeneous. The water blocking material must comply with TIA/EIA-455-81B and 455-82B as well as TIA/EIA-455-98.

Ensure a polyethylene inner jacket is applied over the cable core, and that the entire cable is enclosed with a polyethylene outer jacket. Ensure the outer jacket contains black carbon to provide ultraviolet (UV) protection for the cable. Ensure each cable is marked with the manufacturer's name, the date of manufacture (mo. and yr.), the fiber count (example 48F SM), and sequential length markings at maximum 2-ft. increments, measured in U.S. units.

For aerial installation, provide standard fiber optic cable lashed to steel messenger cable or ADSS in accordance with the IEEE 1222 Standard for "Testing and Performance for All-Dielectric Self-Supporting (ADSS) Fiber Optic Cable for Use on Electric Utility Power Lines," or most current version. Provide ADSS cable in conformance with the maximum span distance, weather load rating, and allowable sag as shown on the plans. "Figure 8" self-supporting cable with integrated messenger cable within the outer jacket for aerial installation is acceptable.

3.1.1. **Cable Size**. Furnish cables with a maximum diameter not exceeding 19 mm.

3.1.2. **Environmental Requirements**. Provide cable that functions in a temperature range from -40°F–158°F.

3.2. **Fiber Optic Accessories**.

3.2.1. **Splice Enclosures**. Furnish and install one of three types of underground splice enclosures at locations shown on the plans to accommodate the cables being spliced at that point. The types are as follows.

- **Type 1**. Four cable entry ports total—two ports to accommodate backbone fiber of up to 144 fibers and two ports for drop cables of up to 48 fibers.
- **Type 2**. Six cable entry ports total—four ports to accommodate backbone or arterial cables of up to 144 fibers and two ports for drop cables of up to 48 fibers.
- **Type 3**. Eight cable entry ports total—four ports to accommodate backbone or arterial cables of up to 144 fibers and four ports for drop cables of up to 48 fibers.

Provide the end cap of the canister splice closure with re-enterable quick-seal cable entry ports to accommodate additional branch cables or backbone cables. Provide fiber optic splice enclosures with strain relief, splice organizers, and splice trays from the same manufacturer as the splice enclosure. Select the appropriate splice enclosure type based on the number of splices called for on the plans. Suspend splice closures off floor of the ground box and secure to cable rack assembly on side wall of ground box.

For end of reel splicing, use a fiber optic splice enclosure sized to accommodate full cable splice in one enclosure. Fiber optic splice enclosure must be of the same manufacturer as other supplied on a project.

Comply with the Telcordia Technologies' GR-711-CORE standard and applicable NEC requirements.

Contain optical fiber splices within a splice enclosure, providing storage for fiber splices, non-spliced fiber, and buffer tubes. Provide enough space inside the enclosure to prevent micro-bending of buffer tubes when coiled.

Ensure that the splice enclosure maintains the mechanical and environmental integrity of the fiber optic cable, encases the sheath opening in the cable, and organizes and stores optical fiber. Ensure hinges and latching devices are stainless steel or of a non-corrosive material designed for harsh environments. Ensure that the enclosure is airtight and prevents water intrusion. Ensure that splice enclosures allow re-entry and are hermetically sealed to protect internal components from environmental hazards and foreign material such as moisture, dust, insects, and UV light.

3.2.2. **Field Rack Mount Splice Enclosures**. Provide a 19-in. EIA rack-mounted splice enclosure module to hold spliced fibers as shown on the plans inside field equipment cabinets or buildings.

Splice or terminate fibers inside rack-mounted fiber optic splice enclosures. Provide an enclosed unit designed to house at least four cables, sized to accommodate the cables shown on the plans plus future expansion.

Provide splice enclosures containing mounting brackets with a minimum of four cable clamps. Install cable according to manufacturer recommendations for the cable distribution panel.

3.2.3. **Fiber Patch Panels**. Provide fiber patch panels that are compatible with the fiber optic cable being terminated and color-coded to match the optical fiber color scheme. Coil and protect a maintenance loop of at least 5 ft. of buffer tube inside the rack mount enclosure, patch panel, or splice tray. Allow for future splices in the event of a damaged splice or pigtail.

3.2.3.1. **Cabinet**. Terminate or splice fibers inside the compact and modular fiber patch panel in the cabinet. Provide fiber patch panel for installation inside a 19-in. EIA rack and sized appropriately to accommodate the fiber terminations shown on the plans or as directed. Furnish and install factory-pre-terminated simplex connector patch panel modules with integrated pigtail cable in a protective housing at locations called for in the plans to accommodate the cables being terminated at that point. Each module needs to have a minimum of six fiber termination or connection capabilities. Provide modules with a removable cover having six pre-connectorized fiber pigtails, interconnection sleeves, and dust caps installed by the manufacturer. Provide a 12-fiber or greater fusion splice tray capability housing, each tray holding 12 fusion splices as shown on the plans. Furnish patch panel housing with an epoxy fill material that is environmentally and temperature stable to permanently secure the connectors and the cable inside the housing to protect the fiber optic components from vibration and shock. Provide housing with strain relief boot around the exiting pigtail cable to provide bend radius protection and short-term retention of at least 200 lbf. Provide housing with integrated mounting notches. Provide patch panel with ST connectors and dust caps installed by the manufacturer. Stack splice trays on a rack to permit access to individual trays without disturbing other trays. Locate splice trays in a rack within a pull-out shelf. Protect the housing with doors capable of pivoting up or down. Document the function of each terminated or spliced fiber, along with the designation of each connector, on labels or charts located either on the inside or outside of the housing door. Provide labels or charts that are UV-resistant design for harsh environments and used inside field equipment cabinets. Use permanent marker or method of identification that can withstand harsh environments. Provide each housing with strain relief. Terminate single-mode fiber optic cable with SC connectors to the patch panels, unless otherwise shown on the plans. Document the designation of each connector on labels and charts. Place charts in the cabinet in an approved heavy plastic envelope.

Install the fiber patch panel as an integral unit as shown on the plans.

3.2.3.2. **Building**. Provide a fiber patch panel with a modular design allowing interchangeability of connector panel module housing and splice housing within the rack, as shown on the plans.

Provide the number of single-mode fibers, connector panel module housings, and splice housings for the patch panel unit in the building as shown on the plans.

Provide a fiber patch panel unit, installed at a height less than 7 ft., capable of housing eight connector panel module housings or eight splice housings. Protect the housing with doors capable of pivoting up or down and sliding into the unit.

Provide 12 snap-in simplex connector panel modules with each connector panel module housing, each module having six fiber termination or connector capabilities. Use a pre-assembled compact modular unit with a removable cover for the snap-in simplex connector panel module having six pre-connectorized fiber pigtails, interconnection sleeves, and dust caps installed by the manufacturer. Provide each connector panel module housing with a jumper routing shelf, storing up to 5 ft. (minimum) of cable slack for each termination within the housing. Provide the fiber distribution unit with strain relief.

Provide splice enclosure with 24-fusion splice tray capabilities, each splice tray holding 12 or more fusion splices. Stack splice trays on a rack to permit access to individual trays without disturbing other trays. Locate the rack on a pull-out shelf.

Document the function of each terminated or spliced fiber, along with the designation of each connector, on labels or charts located either on the inside or outside of the housing door. Provide labels or charts that are UV-resistant design for harsh environments and used inside field equipment cabinets. Use permanent marker or method of identification can must withstand harsh environments. Also provide documentation of the function of each terminated or spliced fiber along with the designation of each connector on charts or diagrams matching the fiber patch panel configuration and locate inside cabinet document drawer. Provide documentation at the conclusion of fiber terminations and splicing.

Allow terminations only in the fiber interconnect housings placed in the cabinets as shown on the plans or as directed.

3.2.4. **Splice Trays**. Use splice tray and fan-out tubing kit for handling each fiber. Provide a splice tray and 12 fiber fan-out tubing with each housing for use with the 250-µm coated fiber. The fan-out must occur within the splice tray (no splicing of the fiber required). Allow each tube to fan out each fiber for ease of connectorization. Label fibers in splice tray on a log sheet, securing it to the inside or outside of the splice tray. Provide UV-resistant log sheet suitable for harsh environments, located inside field cabinets or splice enclosures. Provide fan-out tubing with three layers of protection consisting of fluoropolymer inner tube, a dielectric strength member, and a 2.9-mm minimum outer protective PVC orange jacketing.

3.2.5. **Jumpers**. Provide fiber optic jumper cables to cross-connect the fiber patch panel to the fiber optic transmission equipment as shown on the plans or as directed. Match the core size, type, and attenuation from the cable to the simplex jumper. Use yellow jumpers and provide strain relief on the connectors. Provide fiber with a 900-µm polymer buffer, Kevlar strength member, and a PVC jacket with a maximum outer jacket of 2.4 mm in diameter.

Provide 5-ft. long jumpers, unless otherwise shown on the plans. On the patch panel end of each jumper, provide an SC connector. On the opposite end of the jumper, provide a connector that is suitable to be connected to the fiber optic transmission equipment selected. When providing jumpers for existing equipment, provide connectors suitable to be connected to patch panels and fiber optic transmission equipment in use.Jumpers must have factory-terminated connectors. Field terminations of connectors is prohibited.

3.2.6. **Fiber Optic Cable Storage Device**. Furnish fiber optic cable storage device designed to store slack fiber optic cable by means of looping back from device to device on an aerial run. Furnish storage devices that are non-conductive and resistant to fading when exposed to UV sources and changes in weather. Ensure storage devices have a captive design such that fiber-optic cable can be supported when installed in the aerial rack apparatus and the minimum bending radius cannot be violated. Provide stainless steel attachment hardware for securing storage devices to messenger cable and black UV-resistant tie-wraps for securing fiber-optic cable to storage device. Provide tie-wraps that do not damage fiber when securing to storage device. Ensure storage devices are stackable so multiple cable configurations are possible. Ensure cable storage devices furnished are compatible with the type of aerial cable furnished and installed.

4. CONSTRUCTION

Install fiber optic cable in accordance with United States Department of Agriculture Rural Utilities Service CFR § 1755.900 specifications for underground and aerial plant construction without changing the optical and mechanical characteristics of the cables.

Use available machinery, jacking equipment, cable pulling machinery with appropriate tension monitors, splicing and testing equipment, and other miscellaneous tools to install cable, splice fibers, attach connectors, and mount hardware in cabinets employed with the above “Mechanical Requirements.” Do not jerk the cable during installation. Adhere to the maximum pulling tensions of 600 lbf. and bending radius of 20 times the cable diameter or as specified by the manufacturer, whichever is greater.

Use installation techniques and fixtures that provide for ease of maintenance and easy access to components for testing and measurements. Take precautions necessary to ensure the cable is not damaged

during transport, storage, or installation. Protect as necessary the cables to prevent damage if being pulled over or around obstructions along the ground.

Where plans call for removal of existing cable to salvage or reuse elsewhere, take care to prevent damaging the existing cable during removal, adhering to the requirements for installation that pertain to removal.

4.1. **Packaging, Shipping, and Receiving**. Ensure the completed cable is packaged for shipment on reels. Ensure the cable is wrapped in weather- and temperature-resistant covering. Ensure both ends of the cable are sealed to prevent the ingress of moisture.

Securely fasten each end of the cable to the reel to prevent the cable from coming loose during transit. Provide 6 ft. of accessible cable length on each end of the cable for testing. Ensure that the complete outer jacket marking is visible on these 6 ft. of cable length. Provide each cable reel with a durable weatherproof label or tag showing the Manufacturer's name, the cable type, the actual length of cable on the reel, the Contractor's name, the contract number, and the reel number. Include a shipping record in a weatherproof envelope showing the above information and include the date of manufacture, cable characteristics (e.g., size, attenuation, and bandwidth), factory test results, cable identification number, and any other pertinent information. Ensure that cable delivered has been manufactured within 6 mo. of the delivery date. Ensure that the minimum hub diameter of the reel is at least 30 times the diameter of the cable. Provide the cable in one continuous length per reel with no factory splices in the fiber. Provide a copy of the transmission loss test results as required by the TIA/EIA-455-61 standard, as well as results from factory tests performed before shipping.

4.2. **Installation in Conduit**. Install fiber optic cable in conduits in a method that does not alter the optical properties of the cable. If required, relocate existing cable to allow new fiber optic cable routing in conduits.

When pulling the cable, do not exceed the installation bending radius. Use rollers, wheels, or guides that have radii greater than the bending radius. Use a lubricating compound to minimize friction. Use fuse links and breaks to ensure that the cable tensile strength is not exceeded. Measure the pulling tension with a mechanical device and mechanism to ensure the maximum allowable pulling tension of 600 lbf. is not exceeded at any time during installation.

Provide a single 1/C #14 XHHW insulated tracer wire in conduit runs where fiber optic cable is installed. Provide cable that is UL-listed solid copper wire with orange color low-density polyethylene insulation suitable for conduit installation and with a voltage rating of 600 V. When more than one fiber optic cable is installed through a conduit run, only one tracer wire is required. Fuse or join tracer wires used in backbone, arterial, and drop runs, resulting in one continuous tracer wire. Terminate tracer wire at fiber optic test markers or equipment cabinets as identified in the plans for access to conduct a continuity test. Tracer wire will be paid for under Item 620, "Electrical Conductors."

Provide flat pull cord with a minimum tensile strength of 1,250 lb. in each conduit containing fiber optic cable. A traceable pull cord, with a metallic conducting material integral to the pull cord, may be substituted for a 1/C #14 tracer wire only with approval from the Department.

Seal conduit ends with a two-part urethane after installation of fiber optic cable.

4.3. **Cable Installation Between Pull Boxes and Cabinets or Buildings**. Do not break or splice a second fiber optic cable to complete a run when pulling the cable from the nearest ground box to a cabinet or building. Pull enough length of cable in the ground box to reach the designated cabinet or building. Pull the cable through the cabinet to coil, splice, or terminate the cable in the cabinet or building. Do not bend the cable beyond its minimum bend radius of 20 times the diameter.

Coil and tie cable inside cabinet, building, or boxes for future splicing or termination as shown in the plans. Cut off and remove the first 10 ft. of pulled or blown fiber stored. Coat the open end of the coiled cable with protective coating and provide a dust cap.

4.4. **Aerial Installation**. Use pole attachment hardware and roller guides with safety clips to install aerial run cable. Maintain maximum allowable pulling tension of 600 lb. ft. during the pulling process for aerial run cable by using a mechanical device. Do not allow cable to contact the ground or other obstructions between poles during installation. Do not use a motorized vehicle to generate cable pulling forces. Use a cable suspension clamp when attaching cable tangent to a pole. Select and place cable blocks and corner blocks so as not to exceed the cable's minimum bending radius. Do not pull cable across cable hangers. Store 100 ft. of fiber optic cable slack, for future use, on cable runs that are continuous, without splices or where specified on the plans. Store spare fiber optic cable on fiber-optic cable storage racks of the type compatible with the aerial cable furnished. Locate spare cable storage in the middle of spans between termination points. Do not store spare fiber-optic cable over roadways, driveways, or railroads.

Install standard cable on timber poles by lashing to steel messenger cable. Provide steel messenger cable in accordance with Item 625, "Zinc Coated Steel Wire Strand." Install all-dielectric self-supporting cable (ADSS) cable on timber poles using clinching clamp with cable hanger. Install aerial run cable in accordance with these Specifications and as shown on the plans.

Locate aerial fiber in accordance with the NESC, Section 23, with respect to vertical clearances over the ground; between conductors carried on different supporting structures; and required separation distance of the cable from bridges, buildings, and other structures.

4.5. **Blowing Fiber Installation**. Use either the high-air speed blowing (HASB) method or the piston method. When using the HASB method, ensure that the volume of air passing through the conduit does not exceed 600 cu. ft. per min. or the conduit manufacturer's recommended air volume, whichever is more restrictive. When using the piston method, ensure that the volume of air passing through the conduit does not exceed 300 cu. ft. per min. or the conduit manufacturer's recommended air volume, whichever is more restrictive.

4.6. **Slack Cable**. Pull and store excess cable slack inside ITS ground boxes as shown on the plans. The following are minimum required lengths of slack cable, unless otherwise directed.

- Ground boxes (No Splice)—25 ft.
- Ground boxes (With Splice)—100 ft.
- Future splice point—100 ft.
- Cabinets—25 ft.

Note that the slack is to be equally distributed on either side of the splice enclosure and secured to cable storage racks within the ground boxes.

Provide proper storage of slack cable, both long-term and short-term. Neatly bind cables to be spliced together from conduit to splice enclosure with tape. Do not over-bind by pinching cable or fiber. Ground and bond the armor when installing armored fiber optic cable. Meet NEC and NESC requirements for grounding and bonding when using armored cable.

4.7. **Removal, Relocation, and Reinstallation of Fiber Optic Cable**. Remove fiber optic cable from conduit as shown on plans. Use care in removing existing fiber optic cables so as not to damage them. Provide cable removal and reinstallation procedures that meet the minimum bending radius and tensile loading requirements during removal and reinstallation so that optical and mechanical characteristics of the existing cables are not degraded. Use entry guide chutes to guide the cable out of and into existing or proposed conduit, using lubricating compound where possible to minimize cable-to-conduit friction. Use corner rollers (wheels) with a radius not less than the minimum installation bending radius of cable. Dispose of removed fiber optic cable unless plans show for it to be re-used (relocated/re-installed) or salvaged and delivered to the Department. See the plans for details. Test each optical fiber in the cable for performance and for loss at existing terminations or splices before cutting and removal. Retest following removal and following reinstallation to ensure the removal and reinstallation have not affected the optical properties of the cable. Any fiber optic cable damaged by the Contractor that is to be re-used must be replaced by the Contractor at no cost to the Department, with new fiber optic cable meeting approval. The Engineer reserves the right to reject the fiber based on the test results.

Maintain the integrity of existing cables, conduit, junction boxes, and ground boxes contiguous to the section of cables to be removed. Replace or repair any cables, conduit, junction boxes, or ground boxes damaged during work at the Contractor's expense. The replacement or repair method must be approved before implementation.

4.8. **Splicing Requirements**. Fusion-splice fibers as shown on the plans, in accordance with TIA/EIA-568 and TIA/EIA-758.

Use fusion splicing equipment recommended by the cable manufacturer. Clean, calibrate, and adjust the fusion splicing equipment at the start of each shift. Use splice enclosures, organizers, cable end preparation tools, and procedures compatible with the cable furnished. Employ local injection and detection techniques and auto fusion time control power monitoring to ensure proper alignment during fusion splicing.

When approaching end of shift or end of day, complete splicing at the location. Package each spliced fiber in a protective sleeve or housing. Re-coat bare fiber with a protective 8 RTV, gel or similar substance, before application of the sleeve or housing.

Perform splices with losses no greater than 0.10 dB. Use an Optical Time Domain Reflectometer (OTDR) to test splices in accordance with Section 4.13.1.1., "OTDR Tests." Record splice losses on a tabular form and submit for approval.

4.9. **Termination Requirements**. Provide matching connectors with 900-µm buffer fiber pigtails of enough length and splice the corresponding optical fibers in cabinets where the optical fibers are to be connected to terminal equipment. Buffer, strengthen, and protect pre-terminated fiber assemblies (pigtails) with dielectric aramid yarn and outer PVC jacket to reduce mishandling that can damage the fiber or connection. Pigtails must be duplex-stranding with a yellow PVC outer jacket. Fiber optic pigtails must be factory-terminated with SC connectors, unless otherwise shown on the plans. When providing pigtails for existing equipment, provide connectors suitable to be connected to patch panels and fiber optic transmission equipment in use.

Connectors must meet the TIA/EIA-568 and TIA/EIA-758 standards and be tested in accordance with the Telcordia/Bellcore GR-326-CORE standard. When tested according to TIA/EIA-455-171 (FOTP-171), ensure that the connectors test to an average insertion loss of less than or equal to 0.4 dB and a maximum loss of less than or equal to 0.75 dB for any mated connector. Maintain this loss characteristic for a minimum of 500 disconnections and reconnections with periodic cleanings per EIA-455-21A (FOTP-21). Qualify and accept connectors by connector-to-connector mating using similar fibers. Ensure that the connector operating range is -40ºF–167ºF. Provide connectors with a yellow color body or boot.

Test connections at the patch panel and splices made between cables to pigtails with the OTDR to verify acceptable losses.

Remove 5 ft. of unused optical fibers at the ends of the system from the buffer tubes and place coiled fibers into a splice tray. Clean the water blocking compound from optical fibers destined for splice tray use.

Install cable tags at splice points identifying key features of each cable, such as cable name or origin and destination and fiber count. Ensure tags are self-laminating or water-resistant. Print the information onto the tags electronically, or write neatly using a permanent marker. Locate tags just before entrance into splice enclosure.

4.10. **Mechanical Components**. Provide stainless steel external screws, nuts, and locking washers. Do not use self-tapping screws unless approved. Provide corrosion-resistant material parts and materials resistant to fungus growth and moisture deterioration.

4.11. **Experience Requirements**.

4.11.1. **Installing Fiber Optic Cable**. The Contractor or designated subcontractor involved in the installation of the fiber optic cable must meet the experience requirements in conformance with the following.

- At least 3 yr. of continuous existence offering services in the installation of fiber optic cable through an outdoor conduit system or aerial and terminating in ground boxes, field cabinets, enclosures, or buildings.
- Completion of at least three projects where the personnel pulled at least 5 mi. in length of fiber optic cable through an outdoor conduit system of aerial for each project. The completed fiber optic cable systems must have been in continuous satisfactory operation for at least 1 yr.

4.11.2. **Splicing and Testing of Fiber Optic Cable**. The Contractor or designated subcontractor involved in the splicing and testing of fiber optic cable must meet the experience requirements in conformance with the following.

4.11.2.1. **Minimum Experience**. At least 3 yr. continuous existence offering services in the fields of fusion splicing and testing of fiber optic cable installed through a conduit system and terminating in ground boxes, field cabinets, enclosures, or buildings. Experience must include the following.

- Termination of a minimum of 48 fibers within a fiber distribution frame
- OTDR testing and measurement of end-to-end attenuation of single-mode and multimode fibers
- System troubleshooting and maintenance
- Training of personnel in system maintenance
- Use of watertight splice enclosures
- Fusion splicing of fiber optic cable that meets the tolerable decibel (dB) losses within the range of 0.05 dB–0.10 dB for single mode

4.11.2.2. **Completed Projects**. At least three completed projects where the personnel performed fiber optic cable splicing and terminations, system testing, and system troubleshooting and maintenance during the project, and provided training on system maintenance. Each project must have consisted of at least 5 mi. of fiber optic cable installed and measured by project length, not linear feet, of fiber installed. The completed fiber optic cable systems must have been in continuous satisfactory operation for at least 1 yr.

4.12. **Documentation Requirements**. Provide at least two complete sets of fiber optic equipment submittal literature documenting compliance with the requirements of this Specification, including operation and maintenance manuals in bound hard copy format and an electronic version in Adobe PDF format on a CD/DVD or removable flash drive, including the following.

- Fiber optic cable literature consisting of manufacturer specification and cut sheets
- Fiber optic equipment literature consisting of manufacturer specification and cut sheets for splice enclosures, patch panels, splice trays, jumpers, cable storage devices, and fiber optic labeling devices
- Complete factory performance data documenting conformance with the performance and testing standards referenced in this Specification, including pre-installation test results of the cable system
- Installation, splicing, terminating, and testing plan and procedures
- Documentation of final terminated or spliced fibers, function, and equipment designation
- OTDR calibration certificate
- Post-installation, post-termination, subsystem, and final end-to-end test results
- Loss budget calculation and documentation
- Complete parts list, including names of vendors
- Complete maintenance and trouble-shooting procedures
- Proof of minimum experience and completed projects

4.12.1. **Installation Practice**. Submit for approval an electronic copy of the Contractor's installation practices 30 working days before installation. Submit installation practices and procedures and a list of installation, splicing, and test equipment used. Provide detailed field quality control procedures and corrective action procedures.

4.12.2. **Manufacturer's Certification**. Accompany each reel of fiber optic cable with the manufacturer's test data showing the conformance to the requirements in this Specification.

4.12.3. **Test Procedures**. Submit test procedures and data forms for the pre-installation, post-installation, subsystem, end-to-end test, and loss budget calculations for approval. Test procedures will require approval before performing tests. Submit one copy of data forms containing data and quantitative results, as well as an authorized signature. Submit a copy of the OTDR results as a hard copy or electronic copy in PDF format, including OTDR traces and clearly identifying each event (e.g., fusion splice, jumper, and connector) with the measured loss identified.

4.13. **Testing**. Perform tests in accordance with testing requirements in this Specification, USDA RUS CFR § 1755.900, and TIA/EIA-455-61 test specifications. For tests, provide test forms to be used that compare measured results with threshold values.

4.13.1. **Test Methods**.

4.13.1.1. **OTDR Tests**. Use the OTDR to measure fiber optic cable for overall attenuation (signal loss dB/km); measure fiber cable length; and identify fiber optic cable anomalies, such as breaks. Perform the following four OTDR tests.

- Pre-installation test (Acceptance test)
- Post-installation test
- Post-termination test
- Final end-to-end test

OTDR settings:

- generate a file name for each OTDR scan. The file name must indicate the location or direction from which the test was run, as well as the fiber number being tested;
- set the "A" cursor at the beginning of the fiber trace and set the "B" cursor at the end of the fiber trace. The distance to cursor "B" indicates the length of the fiber cable segment being measured;
- match the index of refraction to the index of the factory report;
- set the loss indicator to dB/km for the acceptance test;
- the reflectance is automatically set internally by the OTDR;
- set the pulse width at a medium range. Change the pulse width to a slow pulse width when an anomaly occurs on the fiber trace so that it can be examined closely;
- set the average at medium speed. Change the average to slow when an anomaly appears on the fiber trace to allow for closer examination of the anomaly; and
- set wavelength at two windows for single-mode cable: 1,310 nm and 1,550 nm.

Provide the current OTDR calibration certificate for the device used, showing the unit has been calibrated within the last year. Show settings on test result fiber scans.

4.13.1.2. **Pre-installation Tests**. Test and record the fiber optic cable at the site storage area before installation.

Conduct bi-directional OTDR tests for each fiber strand. Test each optical fiber in the cable from one end with an OTDR compatible with wavelength and fiber type. Check testing for length, point discontinuity, and approximate attenuation. Record each measurement by color, location, and type of fiber measured. Perform a measurement from the opposite end of that fiber in case a measurement cannot be made from one end. Wait for notification if loss per kilometer exceeds manufacturer's test data by more than 0.5 dB/km or point discontinuity greater than 0.05 dB.

Perform this test within 5 days from receipt of the fiber optic cable. Test overall attenuation (dB/km), total cable length, anomalies, and cable problems. Test cable at both wavelengths (1,310 nm and 1,550 nm for single-mode cable). Verify that the cable markings on the outer jacket are within 1% of the total cable length.

Compare factory test results with test results and return to manufacturer if test results are not identical to factory test results. If identical, document the test results. Deliver documentation for future reference.

4.13.1.3. **Post-Installation Tests**. Re-test and re-record each optical fiber in the cable after installation, before termination, for loss characteristics. Test both directions of operations of the fiber.

Immediately perform the post-installation test after the fiber optic cable has been installed. Test cable for overall attenuation, cable segment length, and evidence of damage or microbend with the OTDR. Replace any cable segment that is damaged during the test and document test results. Submit test results for approval.

Use the same OTDR settings for post-installation tests as the pre-installation tests.

4.13.1.4. **Post-Termination Tests**. Perform the post-termination test after the cable is terminated or spliced, including termination of fiber cable to fiber cable or fiber cable to fiber pigtail and fiber cable to patch panels. Check attenuation, fusion or termination point problems, and overall fiber cable segment. Determine if the attenuation and quality of the termination complies with these Specifications; if not, re-terminate the fiber and re-test until the Specification requirements are met. Test the fiber segment for attenuation and anomalies after termination acceptance. Document and submit test results after fiber segment acceptance.

4.13.1.5. **Subsystem Tests**. Perform network subsystem tests after integration to the fiber optic network. Test the capability of the fiber optic cable to transmit video and digital information from node to node. A node is defined as a communication cabinet, hub cabinet, surveillance cabinet, or hub building where network hub switches are located. Complete and submit approved data forms for approval.

Correct and substitute components in the subsystem if the subsystem tests fail and repeat the tests. Components may include cable, jumper, patch panel module, or connector.

Prepare and submit a report if a component was modified as result of the subsystem test failure. Describe in the report the failure and action taken to remedy the situation.

4.13.1.6. **Final End-to-End Test**. Perform final end-to-end test after fiber cable segments of the system are terminated using the OTDR and an optical Power Meter and Light Source (PMLS).

Perform part one of the final end-to-end test using OTDR as follows.

- Measure the overall fiber cable system length
- Measure the overall system attenuation
- Check for anomalies

Perform part two of the final end-to-end test using a PMLS as follows:

- Measure the absolute power of the fiber optic signal across all links
- Check for anomalies

Document and submit results after test acceptance.

4.13.2. **Loss Budget Calculation and Documentation**. Calculate the total loss budget of the system according to the following calculations and compare the actual loss in each segment of the system to the calculated budget. Submit the results for each section of fiber optic cable in tabular format, reporting if the total loss is within the limits of these Specifications by noting “pass” or “fail” for each segment of fiber. A segment of fiber is defined as one that terminates at each end. Use the following calculations to determine the loss budget for each segment.

- Splice loss budget = number of splices × 0.1 dB/splice
- Connector loss budget = number of connectors × 0.75 dB/connector
- Length loss budget = length of fiber optic cable (measured by OTDR) × 0.35 dB/km for 1,310-nm wavelength or 0.25 dB/km for 1,550 nm wavelength

- Total loss budget = splice loss budget + connector loss budget + length loss budget

Provide loss budget calculation equations on test form to be submitted as part of the documentation requirements. Provide threshold calculations described above along with measured results.

4.14. **Training**. Conduct a BISCI- or IMSA-certified training class (at least 16 hr.) for up to 10 representatives designated by the Department on procedures of installation, operations, testing, maintenance, and repair of equipment specified within this Specification. Submit for approval 10 copies of the training material at least 30 days before the training begins. Conduct training within the local area unless otherwise authorized. Include the following training material.

- NESC, NEC, and ANSI/TIA 590 code compliance
- Fiber optic cable pulling and installation techniques
- Use of installation tools
- Splicing and terminating equipment and test instruments
- Trouble-shooting procedures
- Methods of recording installation and test data

4.15. **Warranty**. Provide a warranty for materials furnished in this Specification. Ensure that the fiber optic cable, the splice enclosures, splice centers, and cable markers have at least a 2-yr. manufacturer's warranty and that 95% of that warranty remains at the date of final acceptance. If the manufacturer's warranties for the components are for a longer period, those longer period warranties must apply. Guarantee that the materials and equipment furnished and installed for this project perform according to the manufacturer's specifications.

Ensure that the manufacturer's warranties for off-the-shelf equipment consisting of splice enclosures, splice trays, connectors, fiber jumper cables, and fiber patch panels are fully transferable from the Contractor to the Department. Ensure that these warranties require the manufacturer to furnish replacements for any off-the-shelf part or equipment found to be defective during the warranty period at no cost to the Department within 10 calendar days of notification by the Department.

Ensure that the manufacturer's warranty for fiber optic cable is fully transferable from the Contractor to the Department. Ensure that the warranty requires the manufacturer to furnish replacement fiber optic cable found to be defective during the warranty period at no cost to the Department within 45 calendar days of notification by the Department.

5. MEASUREMENT

Fiber optic cable installed, relocated, and removed will be measured by the foot. Fiber optic splice enclosures, rack-mounted splice enclosures, fiber optic patch panels, pre-terminated fiber patch panels, fiber patch panel units, and fiber optic jumpers will be measured by each unit installed. Splicing of fiber optic cables will be measured by each fusion splice performed.

6. PAYMENT

6.1. **Furnish and Install**.

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 "Fiber Optic Cable" of the various types and number of fibers specified. This price is full compensation for furnishing and installing cable; for pulling through conduit or duct; aerial installation; terminating; testing; and for materials, equipment, labor, tools, documentation, warranty, training, and incidentals.

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 "Fiber Optic Splice Enclosure" of the various types.

This price is full compensation for furnishing and installing enclosures whether aerial or underground, and for materials, equipment, labor, tools, documentation, warranty, training, and incidentals.

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 "Rack Mounted Splice Enclosure." This price is full compensation for furnishing and installing enclosures in the building as shown in the plans; for the splice housing with doors, splice trays, and hardware; and for materials, equipment, labor, tools, documentation, warranty, training, and incidentals.

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 "Fiber Optic Fusion Splice" for each fusion splice shown on the plans or as directed and performed. This price is full compensation for splicing; testing; and materials, equipment, labor, tools, documentation, warranty, training, and incidentals.

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 "Fiber Optic Patch Panel" of the various types and sizes specified. This price is full compensation for furnishing and installing patch panels with connector panel modules with factory pre-connectorized fiber pigtails, patch panel housing with doors, and terminating fibers on the panel as shown on the plans or as directed, and for materials, equipment, labor, tools, documentation, warranty, training, and incidentals.

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 "Preterminated Fiber Patch Panels" of the various types and sizes specified. This price is full compensation for furnishing and installing in the cabinet pre-terminated fiber patch panels with pre-connectorized fiber pigtails and terminating fibers on the panel as shown on the plans or as directed, and for materials, equipment, labor, tools, documentation, warranty, training, and incidentals.

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 "Fiber Patch Panel Unit." This price is full compensation for furnishing and installing in the building the 7-ft. high 19-in. rack system with supports, rack end caps, inter-bay storage units, and hardware, and for materials, equipment, labor, tools, documentation, warranty, training, and incidentals.

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 "Fiber Optic Jumpers." This price is full compensation for furnishing and installing the fiber optic jumpers with factory-terminated connectors as shown on the plans or as directed, and for materials, equipment, labor, tools, documentation, warranty, training, and incidentals.

Conduit will be paid for under Item 618, "Conduit" and Item 619, "Intelligent Transportation System (ITS) Multi-Duct Conduit."

Electrical conductors will be paid for under Item 620, "Electrical Conductors."

6.2. **Install Only**. 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 "Fiber Optic Cable (Install Only)" of the various types and number of fibers specified. This price is full compensation for installing fiber optic cable furnished by the Department; for pulling through conduit or duct; aerial installation; terminating; testing; and materials, equipment, labor, tools, documentation, warranty, training, and incidentals.

Conduit will be paid for under Item 618, "Conduit" and Item 619, "Intelligent Transportation System (ITS) Multi-Duct Conduit."

Electrical conductors will be paid for under Item 620, "Electrical Conductors."

6.3. **Relocate**. 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 "Relocate Fiber Optic Cable." This

price is full compensation for relocating cable, regardless of cable size; for pulling through conduit or duct; aerial installation; terminating; testing; and materials, equipment, labor, tools, documentation, and incidentals.

6.4. **Remove**. 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 "Remove Fiber Optic Cable." This price is full compensation for removing cable for salvage, regardless of cable size or number of cables; testing; returning to the Department; and materials, equipment, labor, tools, documentation, and incidentals.

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