

TEXAS DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES DIVISION

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SPECIFICATION NO.
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REMOVAL OF PETROLEUM
STORAGE TANK SYSTEM(S)

PUBLICATION

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SPECIFICATION

1. SCOPE: This specification describes removal and off-site disposal of petroleum storage tank (PST) system(s) for Texas Department of Transportation (TxDOT).
2. BIDDER QUALIFICATIONS
 - 2.1. The bidder shall comply with all laws and regulations of the federal, state and local governments.
 - 2.2. The bidder shall obtain all necessary registration numbers, licenses and permits in connection with work required by the contract. The bidder shall have a certificate of registration as an underground storage tank contractor and current License B issued by the Texas Natural Resource Conservation Commission (TNRCC).
 - 2.3. The bidder shall have a minimum of **five years** experience in removal and off-site disposal of PST systems.
 - 2.4. All work shall be completed in a manner that minimizes the possibility of any threat to human health and safety or the environment.
3. SUBMISSION OF BID
 - 3.1. The following should be submitted with the Invitation for Bid (IFB). Failure to return the required items with the bid response may result in rejection of the bid:
 - 3.1.1. An experience record for the bidder. Experience record shall include: 1) project name and location 2) project owner, address and telephone number.
 - 3.1.2. The bidder shall submit a copy of their Certificate of Registration under 30 TAC 334, Subchapter I, as amended with the TNRCC and shall provide a copy of the supervisor's license who shall be on site during the tank removal activities.
 - 3.2. The following shall be submitted with the IFB. Failure to return the required items with the bid response will result in rejection of the bid:
 - 3.2.1. Bid Schedule.
4. TxDOT's DESIGNATED REPRESENTATIVE TxDOT's designated representative is shown on the IFB.
5. APPLICABLE STANDARDS: All work performed under the purchase order shall be in compliance with all laws and regulations of the federal, state and local governments in whose jurisdiction the service is performed and the following publications (or latest revision) as a minimum.
 - 5.1. American Petroleum Institute (API) Publications:

*This Specification Supersedes Specification No. TxDOT 968-78-65, Revised November, 1998

- 5.1.1. API 1604 - "Removal and Disposal of Used Underground Storage Tanks"
- 5.1.2. API 1628 - "Underground Spill Cleanup Manual"
- 5.1.3. API 2015 - "Cleaning Petroleum Storage Tanks-3rd Edition"
- 5.1.4. API 2015A - "A Guide for Controlling the Lead Hazard Associated with Tank Entry and Cleaning"
- 5.1.5. API 2217 - "Guidelines for Confined Space Work in the Petroleum Industry"
- 5.1.6. API 2219 - "Safe Operating Guidelines for Vacuum Trucks in Petroleum Service"
- 5.1.7. API 2003 - "Protection Against Ignition Arising Out of Static, Lightning, and Stray Currents"
- 5.2. National Fire Protection Association (NFPA) Publications:
 - 5.2.1. NFPA 30 - "Flammable and Combustible Liquids Code"
 - 5.2.2. NFPA 70B - "Electrical Equipment Maintenance"
 - 5.2.3. NFPA 77 - "Recommended Practice on Static Electricity"; and
 - 5.2.4. NFPA 327 - "Standard Procedure for Cleaning or Safeguarding Small Tanks and Containers"
- 5.3. Code of Federal Regulations (CFR):
 - United States Department of Labor:
 - 5.3.1. 29 CFR 1910- "Occupational Safety and Health Standards"
 - 5.3.2. 29 CFR 1518- "Safety and Health Regulations for Construction"
 - 5.3.3. 29 CFR 1926- "Excavations, Trenching and Shoring"
 - United States Environmental Protection Agency:
 - 5.3.4. 40 CFR 260 - "Hazardous Waste Management System: General"
 - 5.3.5. 40 CFR 261 - "Identification and Listing of Hazardous Waste"
 - 5.3.6. 40 CFR 262 - "Generators of Hazardous Waste"
 - 5.3.7. 40 CFR 263-- "Transporters of Hazardous Waste"
 - 5.3.8. 40 CFR 264 - "Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities" (if applicable)
 - 5.3.9. 40 CFR 265 - "Interim Status Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities" (if applicable)
 - 5.3.10. 40 CFR 280 - "Underground Storage Tank Technical Requirements"
 - 5.3.11. 40 CFR 281 - "State Program Approval"
- 5.4. Texas Administrative Code, Title 30 (30 TAC):
 - 5.4.1. Chapter 334 - "Underground and Aboveground Storage Tanks"
- 5.5. Local Fire Marshal Regulations.
- 5.6. Texas Department of Transportation "Manual of Testing Procedures" 100-E Series:

- 5.6.1. TEX 104-E - "Determination of Liquid Limit of Soils"
- 5.6.2. TEX 105-E - "Determination of Plastic Limit of Soils"
- 5.6.3. TEX 106-E - "Method of Calculating Plasticity Index of Soils"
- 5.6.4. TEX 110-E - - "Determination of Particle Size Analysis of Soils"
- 5.6.5. TEX 113-E - - "Determination of Moisture-Density Relations of Soils and Base Material"
- 5.6.6. TEX 114-E - - "Determination of Moisture-Density Relations of Soils and Base Material"
- 5.6.7. TEX 115-E Part II - "Field Method for Determination of In-Place Density of Soils and Base Material by the Nuclear Method"

6. VENDOR'S USE OF PREMISES: The vendor shall:

- 6.1. Not extend operations beyond the areas designated by TxDOT's designated representative.
- 6.2. Be responsible for the preservation of all public and private property, and shall use every precaution necessary to prevent damage thereto.
- 6.3. Handle and store equipment, materials, and supplies in a safe and orderly manner and shall keep the premises orderly, sanitary, and free from accumulation of waste materials or rubbish resulting from operations under this purchase order.
- 6.4. Receive from TxDOT's designated representative, prior to beginning work, the limits of the work area, including temporary stockpile area(s).
- 6.5. Maintain proper traffic controls and barricades to ensure site safety at all times. Traffic barricades shall conform to the Texas Manual on Uniform Traffic Control Devices.
- 6.6. Be responsible for visiting the site and ascertaining pertinent local conditions such as location, accessibility, and general character of the site, the character and extent of existing work within and adjacent to the site, and any other work being performed thereon. Any failure to do so shall not relieve the vendor from responsibility for successfully performing the work without additional expense to TxDOT.

7. SAFETY PRECAUTIONS

- 7.1. The vendor, subcontractors and their employees shall be familiar with and comply with Occupational Safety and Health Association (OSHA) safety requirements set forth in 29 CFR Parts 1910 and 1926, and all federal, state, and local regulations, as applicable. The vendor shall bear sole responsibility for any penalties and down time charges imposed for noncompliance.
- 7.2. Prior to initiation of site work, the vendor shall submit to TxDOT's designated representative a health and safety plan which addresses all applicable OSHA requirements for all work to be performed during the course of this project. The vendor shall follow procedures outlined in the health and safety plan during all phases of the project to protect the health and safety of all persons and property in the vicinity of the project site.
- 7.3. The vendor shall maintain a copy of the health and safety plan on-site during all phases of the project and shall ensure that all on-site personnel have reviewed and are familiar with the plan. All safety equipment referenced in the health and safety plan shall be on-site and calibrated (if applicable) before construction begins.
- 7.4. The vendor shall, at all times, maintain safe and continuous access to the work site for TxDOT's designated representative, federal, state, and local authorities. The vendor shall provide all necessary safety measures including, but not limited to, fencing, barricades, warning signs, flags, and steel plates over trenches, to ensure the safety of the vendor, subcontractors, and all vehicular and pedestrian traffic in the project area. At a minimum, a four foot (1.2 m) high orange polyethylene safety fence shall be installed continuously around all excavations. The fencing shall be attached to a sufficient number of rigid supports to prevent sagging. Immediately outside and adjacent to this fence, lighted wooden traffic barricades (minimum length six feet (1.8 m) shall be installed at a minimum of one per excavation wall. Required barricades, warning signs, etc. shall be placed around the work zone prior to initiation of work and kept in place until all work has been completed.

- 7.5. The vendor shall store or handle gasoline or other flammable liquids in strict accordance with all state and local fire marshal requirements.
 - 7.6. The vendor shall have a minimum of two Class 40 B:C fire extinguishers at each active tank excavation and readily available for any work which involves release of product or use of a sparking device.
 - 7.7. The vendor shall be responsible for directing the use of personal protective clothing and equipment to minimize employee exposure in accordance with OSHA standards. The vendor's site specific health and safety plan shall include provisions for emergency conditions and information concerning local emergency facilities.
 - 7.8. The vendor shall eliminate all potential sources of ignition from the area including smoking materials, and nonexplosion-proof electrical and internal combustion equipment.
 - 7.9. The vendor shall be responsible for locating all utility lines (underground, aboveground and aerial) in the vicinity of the site. However, the vendor shall be aware that utility lines are still in the ground and shall take precautions on encountering such utility lines that their disturbance or removal shall not endanger personnel or equipment at the facility. The vendor shall coordinate with TxDOT and Texas One Call System (1-800-245-4545) before any construction activities are begun. The vendor shall be responsible for all costs required to repair utilities damaged during the course of this contract at no additional cost to TxDOT.
 - 7.10. Requirements for entering a tank pit shall be the same as a permit Required Confined Space Entry until the evaluation of the hazards of the permit space and verification that acceptable entry conditions for the entry into that space exists. Reference ANSI 2117.1-1989; 29 CFR 1910.146, Appendices A, B, C, D and E (Federal Register January 14, 1993) and NIOSH Publication 80-106.
8. PREPARATION FOR TANK REMOVAL
- 8.1. The vendor shall submit to the TNRCC a written 30-day underground storage tank (UST) construction notification form and contact the TNRCC office 24 to 72 hours prior to construction.
 - 8.2. The vendor, subcontractors, and their employees responsible for the tank removals shall be familiar with:
 - 8.2.1. All applicable safety rules and regulations.
 - 8.2.2. The site health and safety plan.
 - 8.2.3. The use of equipment and procedures for vapor-freeing tanks.
 - 8.3. The handling, transportation, and disposal of any regulated substances removed from a PST system, and any contaminated soils, backfill material, groundwater, wash water, or other similar materials removed from the system shall be conducted in a safe and environmentally sound manner and shall be in accordance with all applicable regulations in effect for the type, volume, contaminant concentration, and classification of the removed material.
 - 8.4. The vendor shall be responsible for the cleanup and disposal of any contaminated materials resulting from the release of hydrocarbons deemed avoidable by TxDOT's designated representative. Criteria for this determination shall be the vendor's conformity with these specifications and industry standards of practice. The vendor shall bear all costs associated with these cleanup activities.
9. EXCAVATION/TANK PURGING: The vendor shall:
- 9.1. Excavate to the top of tank. Remove and dispose of all concrete and asphalt pavement. Place soil and any base material in areas designated by TxDOT's designated representative.
 - 9.2. Excavate the tank pit soils until the tanks, piping, pumps, vent lines and pump islands can be removed. Place all excavated materials on polyethylene sheet(s) **as required by TNRCC** at the site location as designated by TxDOT's designated representative. Cover all material and protect from rainfall and runoff. **Construct a berm around the tank pits and trenches to minimize collection of rainwater in excavated areas.**
 - 9.3. Cooperate with TxDOT's designated representative regarding stockpiling and segregation of excavated material to facilitate sampling and characterization of soils. TxDOT's designated representative will determine the **type of disposal or remediation method to be used.**

- 9.4. Provide temporary excavation shoring, as directed by TxDOT's designated representative, **for all pits and trenches to prevent damage to adjacent structures and/or highways.**
- 9.5. Notify the TxDOT's designated representative of unstable soil conditions, ground water seepage, and storm water collection in any excavation.
- 9.6. Bear all costs of unauthorized excavation.
- 9.7. Drain product piping back into the tank to avoid any spillage. Cap and remove product piping in tank area.
- 9.8. Remove liquids and residues from the tank using explosion-proof or air-driven pumps. Refer to API Publication 2015 for safety precautions. Bonding and grounding of pump motors, suction hoses and tanks shall be in accordance with NFPA. The use of a hand pump may be required to remove the final liquids from the bottom of the tank. If a vacuum truck is used for removal of liquids or residues, the area of operation for the vacuum truck shall be vapor free. The truck shall be located upwind from the tank and outside the path of probable vapor travel. Vacuum pump exhaust gases shall be discharged through a hose of adequate size and length downwind of the truck and tank area. Review API Publication 2219 for vacuum truck operating and safety practices.
- 9.9. Remove all liquids and residues including tank contents, cleaning solutions and rinse waters removed from the tank and handled in accordance with appropriate federal, state and local regulations. Lead compounds and other residues from the tank might be classified as hazardous wastes. Vendor shall provide TxDOT's designated representative written certification by the vendor, shipper, and receiver, that all liquids and residues, contaminated backfill, tanks, and accessories were removed, shipped, and disposed of in accordance with all applicable permits, safety rules, and regulations.
- 9.10. Remove all exposed connective piping from the tank and the pump/dispenser units, as directed by TxDOT's designated representative.
- 9.11. Remove fill pipe, gauge pipe, vapor recovery truck connection, submersible pumps, fill tube, and other tank fixtures. Fill tube shall remain in place until the tank is vapor-freed as directed by TxDOT's designated representative.
- 9.12. Vent all vapors from the tank at a minimum height of 12 feet (3.6 m) above grade and three feet (914 mm) above any adjacent roof lines until the tank is purged of flammable vapors.
- 9.13. Tank Purging **and Inerting** Methods. Temporary freeing of flammable tank vapor shall be performed using one of the methods described herein or as required by local codes. Vapor or fumes shall be removed from the PST until an acceptable reading has been taken with a combustible gas indicator below the 20 percent lower explosive limit or an oxygen meter reading of less than ten percent for methods using **inert gas**.
 - 9.13.1. **METHOD I**- Flammable or combustible vapors shall be removed from the tank with an inert gas such as Carbon Dioxide (CO₂) or Nitrogen (N₂). Inert gas shall be introduced at low pressure through a single tank opening at a point near the bottom of the tank at the end of the tank opposite the vent. The discharging device shall be grounded per NFPA. While discharging the inert gas, pressures in the tank shall not exceed 5 pounds per square inch (34.5 kPa). A carbon dioxide fire extinguisher shall not be used for inert flammable atmospheres.
 - 9.13.2. **METHOD II** - (May be used when Method I is not practical.) Tank vapors shall be inerted by the addition of solid carbon dioxide (dry ice) to the tank in the amount of at least 1.5 pounds (.0424755 kg) per 100 gallons (378 l) of tank capacity. In handling dry ice all appropriate cryogenic methods shall be followed. The dry ice shall be crushed and distributed evenly over the greatest possible area in the tank to promote rapid evaporation. All tank openings, except the vent, shall be plugged after the introduction of dry ice. Continue to observe all normal safety precautions regarding flammable or combustible vapors. All dry ice shall have evaporated before proceeding.
 - 9.13.3. **METHOD III** - (Tanks equipped with fill tubes that are not removable may be vapor-freed by this method.) Flammable and combustible vapors shall be purged from the tank by ventilation using an eductor-type air mover. The eductor shall be properly grounded and bonded to prevent the generation and discharge of static electricity. The fill tube shall remain in place to ensure ventilation at the bottom of the tank. An eductor extension shall be used to discharge vapor at a minimum of 12 feet (3.6576 m) above grade or three feet (914 mm) above the nearest roof line of an adjacent structure.

9.13.4. METHOD IV - (Flammable and combustible vapors may be ventilated from the tank with a diffused air blower.)
When using this method of purging, the air-diffusing pipe shall be properly grounded and bonded to prevent the discharge of static electricity. Fill tubes shall be removed to allow proper diffusion of the air in the tank. Air supply shall be from a compressor using a clean air supply. Air supply shall be free from volatile vapors. Air pressure in the tank shall not exceed five pounds per square inch gauge.

9.13.5. METHOD V - Any other method approved by TxDOT's designated representative.

10. TANK REMOVAL: The vendor shall:

- 10.1. After vapor-freeing and before tank removal, all accessible holes shall be plugged or capped. One plug shall have a one-eighth inch (3 mm) vent hole to prevent excessive differential pressure within the tank caused by temperature changes. The tank shall be positioned with this vent plug on top of the tank during subsequent transport and storage.
- 10.2. Excavate around the tank to uncover it for removal. The vendor shall remove tank from the excavation, place it nearby on a level area and secure it with wood blocks. The tank shell shall be checked for corrosion holes and the holes plugged with screwed (boiler) plugs.
- 10.3. Not excavate any soil beyond that required to remove the tank and associated piping unless directed to do so by TxDOT's designated representative. Remaining soil contaminated by minor drips and spills from removal and/or previous operations shall be removed from the excavation and placed on polyethylene. The vendor shall notify TxDOT's designated representative of any severely contaminated soils. Removal, stockpiling, and disposal of contaminated materials shall be as per Section 17 of the specification, Contaminated Materials Removal and Disposal.
- 10.4. Notify TxDOT's designated representative immediately of spilled materials.
- 10.5. Recover, collect, and dispose of spilled materials. Spilled materials shall be treated in the same manner as the released product for handling and disposal purposes.
- 10.6. **Conduct all sampling, field quality assurance/quality control, analytical programs and reporting.**
- 10.7. Not transport the tanks until flammable vapors or fumes have been removed from the PST and an acceptable reading has been taken with a combustible gas indicator (below the 20 percent lower explosive limit or local fire code regulation). A non-flammable atmosphere shall be maintained in the PST until delivery to the disposal site. The vendor shall obtain necessary approvals and permits before transporting the tanks.
- 10.8. Use appropriate lifting techniques for the PST in accordance with all regulatory agency requirements and API Publication 1604
- 10.9. Label tanks no later than 24 hours after removal from the ground and prior to removal from the site. The label shall contain a warning against any type of reuse, regardless of the tank's condition. Former contents, present vapor state, vapor-freeing treatment, and date shall also be included. The label shall be similar to the following example in legible letters at least two inches high.

TANK HAS CONTAINED LEADED GASOLINE*

NOT VAPOR FREE

NOT SUITABLE FOR REUSE

* or other flammable/combustible liquid. Use the applicable designation, for example, DIESEL.

- 10.10. Label tanks having contained leaded motor fuel (or whose service history is unknown) with the additional information shown below (see API Publication 2015A for additional guidelines).

TANK HAS CONTAINED LEADED GASOLINE.

LEAD VAPORS MAY BE RELEASED IF HEAT

IS APPLIED TO THE TANK SHELL.

- 10.11. Remove tank from the site as promptly as possible after vapor-freeing procedures have been completed.

10.12. Secure tank on a truck for transportation to the storage or disposal site with the one-eighth inch (3 mm) hole located at the uppermost point on the tank. Tanks shall be transported in accordance with all applicable local, state, and federal regulations.

10.13. Completely remove all hold-down slabs, foundations, saddles or other subsurface structures and dispose of accordingly. Contaminated materials shall be handled and disposed of in accordance with Section 17 of the specification, Contaminated Materials Removal and Disposal.

11. TEMPORARY STORAGE OF USED TANK AND ASSOCIATED PIPING

11.1. Used tank, associated piping and dispensers/pumping units temporarily stored on State of Texas property shall be stored only in the area designated by TxDOT's designated representative. These items shall not be temporarily stored on State of Texas property longer than 24 hours after the time of tank removal. At the direction of TxDOT's designated representative, used dispensers/pumping units and tanks may be retained by TxDOT.

11.2. Tank stored in temporary storage shall be free of all liquids and residues. Tank shall be vapor-freed before being placed in temporary storage. All tank openings shall be tightly plugged and capped, with one plug having a one-eighth inch (3 mm) vent hole to prevent the tank from being subjected to excessive differential pressure caused by temperature changes. Tank shall be temporarily stored with the vented plug at the highest point on the tank. Tank shall be labeled as described in Paragraphs 10.9 and 10.10 of this specification.

12. DISPOSAL OF USED TANK

12.1. Used tank and accessories shall be disassembled for use as reclaimed scrap metal and be permanently disposed of within 30 days of removal.

12.2. Used tank and accessories shall be permanently disposed of in accordance with all laws and regulations of the federal, state and local governments. Reuse of fiberglass tank(s) at a TxDOT facility may be authorized by TxDOT's designated representative.

13. CERTIFICATION: The vendor shall submit to TxDOT's designated representative written certification:

13.1. That used tank(s) and accessories were removed from the site as specified herein and in accordance with all applicable safety rules and regulations.

13.2. That the **transporter shipped all used tank(s), accessories** and materials in compliance with all safety rules and regulations and under the proper federal, state, and local transportation permits.

13.3. From recycling or disposal facility which acknowledges deliveries of waste material or destruction of waste material. A manifest form is required.

14. TESTING

14.1. The vendor shall obtain representative samples of soil and/or groundwater, and, if required, other samples for purposes of quality assurance. Grab samples shall be obtained from each wall and the bottom of the tank pit. All samples shall be obtained in accordance with generally accepted practices.

14.2. All samples shall be logged on appropriate chain-of-custody documents, which shall accompany the samples to the laboratory. Copies of all chain-of-custody documents shall be transmitted to TxDOT's designated representative immediately upon delivery of samples to the laboratory.

14.3. Laboratory analyses shall be performed for TPH per TNRCC adopted TX Method 1005 and BTEX per SW-846 Method 8021B. The sample with the highest TPH level should be analyzed for polynuclear aromatic hydrocarbons (PAH) per SW-846 Method 8100/8270. Reports of analytical results shall include legible copies of all chromatograms, as appropriate.

14.4. If the soil analysis shows levels above the acceptable regulatory limits, additional excavation may be required. The vendor will be directed by TxDOT's designated representative regarding additional excavation.

15. BACKFILLING:

15.1. Clean fill material or the **original non-contaminated** excavated material as directed by TxDOT's designated representative shall be used as backfill.

15.2. FILL MATERIAL: Clean fill material for tank excavation backfill shall consist of granular soil, free of organics, deleterious materials, clay lumps, rocks over three inches (76 mm) in diameter and hazardous substances or waste material defined by Resource Conservation and Recovery Act (RCRA), 40 CFR 261 as amended. Fill material shall meet the following requirements:

15.2.1. Liquid Limit (Test Method Tex-104-E) 30 Maximum

15.2.2. Plasticity Index (Test Method Tex-105-E, Tex-106-E) 0 to 12

15.2.3. Percent passing No. 200 mesh sieve (Test Method Tex-110-E) 30 Maximum

15.3. Backfill tank excavation up to four feet (1.2 m) below grade:

15.3.1. Place fill material in tank excavation in maximum loose lifts not to exceed two feet (.6096 m).

15.3.2. Compact fill material to at least 90 percent of the maximum dry density as established by TEX-114-E.

15.4. Upper Four Feet (1.2 m) of backfill:

15.4.1. Place select fill material in tank excavation in maximum loose lifts not to exceed 8 inches (203.2 mm).

15.4.2. Compact fill material to at least 95 percent of the maximum dry density as established by TEX-114-E.

15.4.3. Shape fill material to approximately the lines and grades of adjacent subgrade material.

16. **FIELD QUALITY CONTROL:** Nuclear density testing shall be performed by and be the responsibility of the vendor. The resulting density proctor information shall be reported immediately to TxDOT's designated representative to insure quality assurance/quality control.

16.1. **Testing:** Field density testing shall be in accordance with TEX-115-E, Part 2.

16.2. **Frequency:** A minimum of one test per lift or per 200 cubic yards (153 cubic meters), whichever results in more frequent testing.

17. **CONTAMINATED MATERIALS REMOVAL AND DISPOSAL:**

17.1. MATERIAL REMOVAL: An interim on-site storage area for contaminated materials will be assigned by TxDOT's designated representative. The vendor shall be responsible for the safety and integrity of this area. Procedure for hauling and disposal shall comply with 40 CFR 260-265 and 280-281 and federal, state, and local regulations. **Transportation of hazardous waste materials shall be in accordance with 49 CFR (Reference: as of October 1, 1993, HM-18L, HM-126).**

17.1.1. **Contaminated Liquid**

17.1.1.1. All free product in the tank pit or pipe trench shall be removed by vacuum truck or pumped out and temporarily stored in USDOT and TNRCC approved, single-walled drums.

17.1.1.2. All groundwater or surface runoff in the tank pit or pipe trench contaminated with petroleum hydrocarbons shall be removed by vacuum truck or pumped out and temporarily stored in USDOT and TNRCC approved single-walled drums.

17.1.1.3. Contaminated liquids generated during storage tank vapor-freeing or cleaning processes or equipment decontamination shall be collected by vacuum truck or temporarily stored in USDOT and TNRCC approved single-walled drums.

17.1.2. Contaminated Soil and Solids

- 17.1.2.1. Soil and solids (broken concrete, etc.) contaminated with petroleum hydrocarbons shall be excavated to limits established by the TxDOT's designated representative based on the results of analytical testing. Soil and solids shall be temporarily stored in the area designated by TxDOT's designated representative.
- 17.1.2.2. The containment area for the temporary storage of contaminated materials shall be free of large rock, roots, or other sharp objects. A berm shall be constructed around the perimeter of the stockpile area sufficiently high to contain the volume of material to be temporarily stored. The containment area shall be protected from storm water runoff. The containment area and berm shall be covered with plastic sheeting as required by TNRCC. Edges of plastic sheeting shall overlap a minimum of two feet (6 m). Duct tape shall be applied along all seams to prevent movement of sheeting and leaching of contaminant onto underlying ground surface.
- 17.1.2.3. Design and construction of the containment area and berm for contaminated materials is subject to TxDOT's designated representative approval before any contaminated materials are stockpiled.
- 17.1.2.4. Contaminated materials temporarily stored in the containment area shall be covered with plastic sheeting, as required by TNRCC, to prevent rain from saturating the stockpile. Plastic sheeting shall be secured in place to prevent removal by strong winds.
- 17.2. After characterization and authorization, the contaminated materials shall be removed from the site within 48 hours. The vendor shall remove and transport all stockpiled contaminated soils, solids and liquids to an approved disposal or remediation facility as directed by TxDOT's designated representative.
- 17.3. Any alternative method such as treating the contaminated materials on-site will be directed by TxDOT's designated representative.
- 17.4. All analytical testing of contaminated soils, solids and liquids is the responsibility of vendor. The test procedures to be performed and the method of selecting samples shall be in accordance with regulatory requirements.
18. CERTIFICATION: The vendor shall submit to TxDOT's designated representative written certification:
- 18.1. That all contaminated materials were removed from the site or remediated in place as instructed by TxDOT's designated representative and in accordance with all applicable safety rules and regulations.
- 18.2. That the **transporter shipped** the material in compliance with all safety rules and regulations and under the proper federal, state, and local transportation permits.
- 18.3. That the party treating or responsible for the final disposition of the contaminated material is a treatment, landfill or disposal facility that is approved by the US EPA, state, and local regulatory agencies.
- 18.4. Detailed and legible delivery tickets prepared, signed, and dated by an agent for the **treatment, landfill or disposal facility** certifying the type and amount of materials delivered. **Completed tickets shall be received by TxDOT's designated representative within five working days after delivery.**
- 18.5. A manifest form shall be forwarded to TxDOT's designated representative indicating the disposal or destruction facilities.
19. FINAL REPORT: Vendor shall prepare and submit a written report upon completion of each petroleum storage tank removal job.
20. CLOSURE AND REIMBURSEMENT: Vendor shall submit all necessary documentation to the TNRCC seeking closure for each subject site and submit all documentation for PST reimbursement.
21. INVOICING: Billing shall be submitted using the unit prices bid for actual work performed, miles traveled, tanks removed, etc. for each job site.



**TEXAS DEPARTMENT OF TRANSPORTATION
GENERAL TERMS AND CONDITIONS
ITEMS BELOW APPLY TO AND BECOME A PART OF THE TERMS AND CONDITIONS OF THE BID
AND ANY RESULTING PURCHASE ORDER
ANY EXCEPTIONS THERETO MUST BE IN WRITING**

1. BIDDING REQUIREMENTS:

- 1.1 Our system requires pricing per unit shown and extensions. If a trade discount is shown on bid, it should be deducted and net line extensions shown. Bidder guarantees product offered will meet or exceed specifications identified in this Invitation For Bid.
- 1.2 Bids should be submitted on this form. Each bid should be placed in a separate envelope completely and properly identified. Bids must be time stamped in our Mail Room before the hour and date specified for the bid opening.
- 1.3 Late bids properly identified will be returned to bidder unopened. Late bids will not be considered under any circumstances.
- 1.4 Quote F.O.B. destination. If otherwise, show exact delivery costs and terms.
- 1.5 Bid prices are requested to be firm for Agency acceptance for 30 days from bid opening date. "Discount from list" bids are not acceptable unless requested. Cash discount will not be considered in determining the low bid. All cash discounts offered will be taken if earned.
- 1.6 Bid should give Payee ID Number, full firm name and address of bidder. Failure to manually sign bid will disqualify it. Firm name should appear on each page of bid.
The Payee ID Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. If this number is not known, complete the following:
 1. ___ - ___ - ___ - ___ - ___
Enter your Federal Employer's Identification Number.
 2. ___ - ___ - ___ - ___ - ___
Sole owner must also enter Social Security Number.
- 1.7 Bid cannot be altered or amended after opening time. Any alterations made before opening time should be initialed by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by the Agency based on a written, acceptable reason.
- 1.8 Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise Tax Exemption Certificate will be furnished by the Agency on request.
- 1.9 The State reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the State.
- 1.10 Consistent and continued tie bidding could cause rejection of bids by the Agency and/or investigation for antitrust violations.
- 1.11 Facsimile (FAX) bids may be submitted if a FAX number is provided on Invitation For Bid. All FAX bids must be signed in space provided on front page of bid. The State shall not be responsible for bids being received late, illegible, incomplete or otherwise nonresponsive due to failure of electronic equipment or operator error.

2. SPECIFICATIONS:

- 2.1 Any catalog, brand name or manufacturer's reference used in the Invitation For Bid is descriptive only (not restrictive), and is used to indicate type and quality desired. Bids on brands of like nature and quality will be considered unless advertised under Subtitle D, Title 10, Texas Government Code. If bidding on other than reference specifications, bid should show manufacturer, brand or trade name, and other description or product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered **are requested** to be made a part of the bid. If bidder takes no exception to specifications or reference data in his bid, he will be required to furnish brand names, numbers, etc., as specified in the Invitation For Bid.
 - 2.2 All items bid shall be new and in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in Invitation For Bid. Verbal agreements to the contrary will not be recognized.
 - 2.3 Samples, when requested, must be furnished free of expense to the State. If not destroyed in examination, they will be returned to the bidder, on request, at his expense. Each sample should be marked with bidder's name and address, and the State bid number. Do not enclose in or attach bid to sample.
 - 2.4 The State will not be bound by any oral statement or representation contrary to the written specifications of this Invitation For Bid.
 - 2.5 Manufacturer's standard warranty shall apply unless otherwise stated in the bid invitation.
 - 2.6 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 3. TIE BIDS** — In case of tie bids, the award will be made in accordance with RULE 1 TAC Section 113.6 (b)(3).
- 4. DELIVERY:**
- 4.1 Bids should show number of **days** required to place material in receiving agency's designated location under normal conditions. Failure to state delivery time obligates bidder to complete delivery in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded.
 - 4.2 If delay is foreseen, contractor shall give written notice to the Agency. The Agency has the right to extend delivery date if reasons appear valid. Contractor must keep the Agency advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the Agency to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting contractor.
 - 4.3 No substitutions or cancellations permitted without written approval of the Agency.
 - 4.4 Delivery shall be made during normal working hours only, unless prior approval for late delivery has been obtained from the Agency.

information on the GSC Centralized Master Bidders List have satisfied this requirement. If not pre-registered, complete the following:

5. INSPECTIONS AND TESTS— All goods will be subject to inspection and test by the State to the extent practicable at all times and places. Authorized Agency personnel shall have access to any supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specification, the cost of the sample used and the cost of the testing shall be borne by the supplier. Goods which have been delivered and rejected in whole or in part may at the State's option, be returned to the vendor or held for disposition at vendor's risk and expense. Latent defects may result in revocation of acceptance.

Enter name above and Social Security Number below

____ - ____ - ____ - ____ - ____

Enter name above and Social Security Number below

____ - ____ - ____ - ____ - ____

Enter name above and Social Security Number below

____ - ____ - ____ - ____ - ____

Enter name above and Social Security Number below

____ - ____ - ____ - ____ - ____

6. AWARD OF PURCHASE ORDER— A response to an Invitation For Bid is an offer to contract with the Agency based upon the terms, conditions and specifications contained in the Invitation For Bid. Bids do not become contracts unless and until they are accepted through an authorized Agency designee through a purchase order. The contract shall be governed, construed and interpreted under the laws of the State of Texas.

7. PAYMENT— Vendor shall submit two copies of an itemized invoice showing the purchase order number, payee I.D., remit to address, and phone number on all copies.

8. PATENTS OR COPYRIGHTS— The contractor agrees to protect the State from claims involving infringement of patent or copyrights.

9. VENDOR ASSIGNMENTS— Vendor hereby assigns purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States (15 U.S.C.A. Section 1, et seq. [1973]), and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967). Inquiries pertaining to bid invitations must give requisition number, codes and opening dates.

10. BIDDER AFFIRMATION— Signing this bid with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:

10.1 the bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.

10.2 the bidder is not currently delinquent in the payment of any franchise tax owed the State of Texas under Chapter 171 TAX Code.

10.3 neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this state, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal Antitrust Laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

10.4 the bidder has not received compensation for participation in the preparation of the specifications for this Invitation For Bid.

10.5 under Section 231.006, Family Code (relating to child support), the bidder certifies that the individual or business entity named in this bid is eligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

10.6 bid must include names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the bid. Bidders that have pre-registered this

10.7 "Under Section 2155.004 Government Code (relating to collection of state and local sales and use taxes) the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate."

10.8 Bidder agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

11. NOTE TO BIDDERS

Any terms and conditions attached to a bid will not be considered unless the bidder specifically references them on the front of the bid.

WARNING: Such terms and conditions may result in disqualification of the bid (e.g., bid with the laws of a state other than Texas, requirements for prepayment, limitations on remedies, etc.).

Any purchase order resulting from this bid is subject to cancellation without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature.

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by TxDOT and the contractor to attempt to resolve all disputes arising under this contract.

12. DAMAGE CLAIMS

The vendor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of this contract.



**Texas Department of Transportation (TxDOT)
Special Terms and Conditions for The Purchase of Services**

1.0 General:

- 1.1 If applicable to the service, TxDOT recommends that the bidder visit the site and examine the spaces and/or equipment to be serviced. The bidder shall carefully examine these specifications and, if necessary, secure additional information from the TxDOT purchaser that may be requisite to a clear and full understanding of the work.
- 1.2 All work by the vendor shall be performed between the hours of 8:00 a.m. and 5:00 p.m., unless otherwise specified, only on working days observed by TxDOT. Working days are usually Monday through Friday of each week.
- 1.3 The vendor shall be responsible for damage to TxDOT's equipment, and/or the workplace and its contents, by its work, by its negligence in work, by its personnel, or by its equipment. The vendor shall be responsible and liable for the safety, injury, and health of its working personnel while its employees are performing service work.
- 1.4 The vendor shall provide all labor and equipment necessary to perform the service. All employees of the vendor shall be no less than 17 years of age and experienced in the type of work to be performed. No visitors, wives, husbands, children or other relatives of the vendor's employees will be allowed on state property during working hours, unless they are bona fide employees of the vendor.
- 1.5 The vendor shall at all times have a minimum of one English-speaking employee on the job. All employees shall be well-groomed and appropriately dressed when on duty.
- 1.6 TxDOT is committed to maintaining an alcohol- and drug-free workplace. Possession, use, or being under the influence of alcohol or controlled substances by vendor's employees while in the performance of the service is prohibited. Violation of this requirement shall constitute grounds for termination of the service. In addition, vendor employees shall observe TxDOT's policy which prohibits smoking in all TxDOT buildings.
- 1.7 It is the intent of TxDOT to purchase goods, equipment and services having the least adverse environmental impact within the constraints of statutory purchasing requirements, departmental need, availability and sound economical considerations. TxDOT encourages suggested changes and environmental enhancements for possible inclusion in future revisions of this specification.
- 1.8 If products and/or materials are used in the performance of the service, the vendor shall buy Texas products and/or materials when they are available at a comparable price and delivery schedule.

2.0 Abandonment or Default:

- 2.1 A vendor who abandons or defaults the work on the purchase order and causes TxDOT to purchase the services elsewhere will not be considered in the readvertisement of the service and may not be considered in future bids for the same type of work unless the scope of work is significantly changed.
- 2.2 If the vendor defaults on the service, TxDOT reserves the right to cancel the purchase order without notice and either rebid or reaward the purchase order to the next lowest responsive and responsible bidder.
- 2.3 The purchase order is void if sold or assigned to another service company without written approval of TxDOT. Written notification of changes to company name, address, telephone number, etc. shall be provided to TxDOT as soon as possible but not later than 30 days from the date of change.

3.0 Cancellation:

- 3.1 The purchase order may be cancelled, without penalty, by either party by providing 30 days written notice to the other party. TxDOT will pay the vendor the bid price prorated for acceptable service performed up to the date specified in the notice of cancellation. Termination under this paragraph shall not relieve the vendor of any obligation or liability that has occurred prior to cancellation.
- 3.2 The purchase order is subject to cancellation without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature or otherwise made available.

4.0 Responsibility for Damage Claims: The vendor agrees to indemnify and save harmless TxDOT and its agents and employees from all suits, actions, or claims and from all liability and damages for any and all injuries or damages sustained by any person or property in consequence of any neglect in the performance of the purchase order by the vendor and from any claims or amounts arising or recovered under the Worker's Compensation Laws, Chapter 101, VTCA, Civil Practice and Remedies Code, or any other laws. Vendor shall further so indemnify and be responsible for all damages or injury to property of any character occurring during the prosecution of the work resulting from any act, omission, neglect, or misconduct of the vendor, his/her agent, and employees, in the manner or method of executing the work, or from failure to execute the work properly, or from defective work or materials. Vendor shall not be released from these responsibilities until all claims have been settled and suitable evidence to that effect has been furnished to TxDOT.

5.0 Competence of Vendor:

- 5.1 To be entitled to consideration, the vendor shall have available, the necessary organization and facilities to fulfill all the services required under the purchase order. Only personnel trained in services of this type shall be employed under and for the purchase

order. Vendor shall obtain any licenses/permits required for the performance of the service.

5.2 A bid received by a company whose services have been documented as unsatisfactory and/or whose services have documented problems pending resolution in TxDOT may not be considered.

6.0 Right to Audit: TxDOT has the right to audit the vendor's books and records pertaining to the service during the hours of the normal workday.

7.0 Applicable Laws: The purchase shall be governed by the laws of the state of Texas.

8.0 Compliance with Laws: The vendor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the purchase order, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the vendor shall furnish TxDOT with satisfactory proof of its compliance.

9.0 Renewal of Services: The purchase order may be renewed for an additional period of time not to exceed the original service period, provided both parties agree in writing to do so prior to the expiration of the purchase order. The renewed purchase order shall be for the original price, terms and conditions, and any approved changes.

10.0 Compliance: This service shall be performed in accordance with the purchase specifications. TxDOT will decide all questions which may arise as to the quality or acceptability of work performed, the manner of performance and the rate of progress of the work, the interpretation of the specifications, and the acceptable fulfillment of the service on the part of the vendor.

11.0 Payment: Payments will be made in accordance with the Texas Prompt Payment Law, Government Code, Subtitle F, Chapter 2251. Payment will be made in accordance with one of the following methods which is specified on the solicitation document.

11.1 The service was completed to the satisfaction of TxDOT, and within 30 days from receipt of a correct invoice or billing statement.

11.2 On a monthly basis and within 30 days from receipt of a correct invoice or billing statement.

11.3 As otherwise stated in the specifications or on the solicitation document.

NOTE Warrants will not be issued to a vendor without a current Payee Identification Number and will be held by the State Comptroller if there is a tax liability.

12.0 Insurance: Prior to beginning work, the vendor shall provide TxDOT with a completed TxDOT Certificate of Insurance Form 20.102 or Form 1950 (only TxDOT forms are acceptable) providing the below listed coverage. TxDOT shall be included as an **Additional Insured by Endorsement** to policies issued for coverage listed in 12.3 and 12.4. A **Waiver of Subrogation Endorsement** in favor of TxDOT shall be a part of each policy for coverage listed. TxDOT will allow deductible policies. The vendor shall pay the deductible amount. Such coverage shall remain in effect during the full term of service. Required insurance coverage is specified on the solicitation document.

12.1 WORKERS' COMPENSATION INSURANCE: Amount - Statutory, Texas

12.1.1 The vendor is responsible for both Federal and State Unemployment Insurance coverage and Standard Workers' Compensation Insurance coverage. Vendor shall comply with all federal and state tax laws and withholding requirements.

12.2 ACCIDENT INSURANCE This is acceptable, in lieu of Workers' Compensation Insurance, for services that are NOT provided on the highway right of way, and are NOT building or construction services. The successful bidder shall notify the purchaser responsible for the procurement to use this type of insurance and request the appropriate Form 1950. Required coverage shall be inclusive of the following:

- \$300,000 for medical expenses and coverage for at least 104 weeks;
- \$100,000 for accidental death and dismemberment, 70% of employee's pre-injury income for not less than 104 weeks when compensating for loss of income; and
- \$500 for maximum weekly benefit.

12.3 COMMERCIAL GENERAL LIABILITY INSURANCE — Bodily Injury/Property Damage each occurrence and in the aggregate:

12.3.1 \$325,000 **OR**

12.3.2 \$150,000

12.4 TEXAS BUSINESS AUTOMOBILE POLICY

Amounts - Bodily Injury	\$100,000 each person
	\$300,000 each occurrence
Property Damage	\$ 25,000 each occurrence

13.0 Minimum Wage Rate Requirements (Applies only for services performed on the highway right of way): Notwithstanding any other provision of the order, the vendor hereby covenants and agrees that the vendor and its subcontractors shall pay to each of their

employees and contract labor engaged in any way in work hereunder, a wage not less than what is generally known as the Federal Minimum Wage as set out in 29 U.S.C., Paragraph 206, and any amendments thereto. Furthermore, the vendor shall produce proof of compliance with this provision by the vendor and its subcontractors to the state. TxDOT will withhold payments due to the vendor hereunder until the vendor has complied with this provision.

Prior to any payment being made for work satisfactorily completed and accepted, the vendor shall submit a Wage Rate Affidavit (on TxDOT's standard Wage Rate Affidavit Form) with the billing document, affirming that all employees and contract labor have been paid not less than the Federal Minimum Wage as set forth in 29 U.S.C., Paragraph 206, and any amendments thereto. The vendor shall keep a copy of each payroll showing the name, number of hours worked each day, and wage rate paid each employee and contract laborer together with a complete record of all deductions made from such wages. These payroll records shall be available for inspection at all reasonable hours of the normal workday by any authorized representative of the state.



NOTE: Copies of the endorsements listed below are not required as attachments to this certificate.

CERTIFICATE OF INSURANCE

The named contractor shall not commence work until he/she has obtained the minimum insurance specified in Section II, below, and obtained the following endorsements: the Texas Department of Transportation as an **Additional Insured** for coverages 3 and 4, and a **Waiver of Subrogation** in favor of the same department under coverages 2, 3 and 4. Only certificates of insurance published by this department are acceptable as proof of insurance. Commercial carriers' certificates are unacceptable.

SECTION I - IDENTIFICATION DATA

1.1 Insured Contractor's Name				
1.2 Street/Mailing Address				
1.3 City	1.4 State	1.5 Zip		
1.6. Phone Number Area Code () - Ext.				

SECTION II - TYPE OF INSURANCE

Type	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability Not Less Than:
2. WORKERS' COMPENSATION	2.1 _____	2.2 _____	2.3 _____	Statutory - Texas
Endorsed with a Waiver of Subrogation in favor of the Texas Department of Transportation.				
3. COMMERCIAL GENERAL LIABILITY				
Bodily Injury/Property Damage	3.1 _____	3.2 _____	3.3 _____	\$325,000 combined single limit each occurrence and in the aggregate
Endorsed with the Texas Department of Transportation as an Additional Insured and endorsed with a Waiver of Subrogation in favor of the Texas Department of Transportation.				
4. TEXAS BUSINESS AUTOMOBILE POLICY				
A. Bodily Injury	4.1 _____	4.2 _____	4.3 _____	\$100,000 ea. person \$300,000 ea. occurrence
B. Property Damage	4.4 _____	4.5 _____	4.6 _____	\$25,000 ea. occurrence
Endorsed with the Texas Department of Transportation as an Additional Insured and endorsed with a Waiver of Subrogation in favor of the Texas Department of Transportation.				
5. UMBRELLA POLICY (If Applicable)				
	5.1 _____	5.2 _____	5.3 _____	\$ _____

SECTION III - CERTIFICATION

This Certificate of Insurance neither affirmatively or negatively amends, extends, or alters the coverage afforded by the above insurance policies issued by the insurance company named below.
Cancellation of the insurance policies shall not be made until THIRTY DAYS AFTER the undersigned agent or his/her company has sent written notices by certified mail to the contractor and the Texas Department of Transportation.
THIS IS TO CERTIFY to the Texas Department of Transportation, acting on behalf of the State of Texas, that the insurance policies above meet all the requirements stipulated above and such policies are in full force and effect.

6.1 Name of Insurance			7.1 Name of Authorized Agent		
6.2 Company Address			7.2 Agent's Address		
6.3 City	6.4 State	6.5 Zip	7.3 City	7.4 State	7.5 Zip
7.6 Authorized Agent's Phone No. Area Code (____) _____ - _____ Ext.			Original Signature of Authorized Agent _____ Date _____		

Certificate of Insurance Requirements:

Only the TxDOT's certificate of insurance forms are acceptable as proof of insurance.

The named insured on the certificate and the name of the contractor, as it appears on the contract with the TxDOT, must be the same. (**Note:** In a case where the contract is in the name of a party such as "John Jones dba Jones Construction Company," the named insured on the C.O.I. may be "Jones Construction Company" and vice versa. Also the abbreviations of "Co." for "Company" and "Inc." for "Incorporated" are acceptable.)

Over-stamping and/or typed entries made on the certificate of insurance by the agency/insuring company are unacceptable if such entries change the provisions of the certificate in any manner.

The following apply to **Workers' Compensation** coverage:

- If a contractor has *any* employees, in addition to himself/herself, then the contractor is required to have workers' compensation insurance.
- The word STATUTORY, under limits of liability, means that the benefits allowed under the Texas Workers' Compensation Law will be paid by the insurer.
- Relatives of the contractor (spouse, sons, daughters) must be covered by workers' compensation insurance.

GROUP HEALTH insurance and/or ACCIDENT INSURANCE may not be substituted for WORKERS' COMPENSATION insurance.

Commercial General Liability insurance is usually sold in only Combined Single Limit coverage. In the event the coverages are specified separately, they must be *at least* these amounts:

Bodily Injury	— \$300,000 each occurrence
Property Damage	— \$ 25,000 each occurrence
	\$ 25,000 aggregate

Note: This coverage was previously known as Comprehensive General Liability insurance. Some older policies may still carry this identification. This is acceptable.

MANUFACTURERS' AND CONTRACTORS' LIABILITY insurance is not an acceptable substitute for COMMERCIAL GENERAL LIABILITY insurance.

The coverage amount for a TEXAS BUSINESS AUTOMOBILE POLICY or Comprehensive Automobile Liability may be shown as a minimum of \$325,000 Combined Single Limit by a typed or printed entry and deletion of the specific amounts listed for Bodily Injury and Property Damage.

BASIC AUTOMOBILE LIABILITY insurance is *not* an acceptable substitute for a TEXAS BUSINESS AUTOMOBILE POLICY or COMPREHENSIVE AUTOMOBILE LIABILITY insurance.

The signature of the agent must be original in ink; stamped/typed/printed signatures are unacceptable.

This form may be reproduced. Any color paper is acceptable.

The certificate of insurance, once on file with the department, is good for subsequent contracts *provided* adequate coverage is still in effect. With an original on file, other TxDOT offices will accept copies.