



**CAMERON COUNTY
PURCHASING DEPARTMENT
INVITATION TO BID**

BID NUMBER: 260402

BID TITLE: OLD ALICE ROAD – PROJECT (CSJ: 0921-06-290, etc.)

DATE DUE: MAY 27, 2026

DUE NO LATER THAN 3:00 P.M.

Bids will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department Basement Floor – Room # B17 at 3:00 p.m. (as per Purchasing Dept. time clock) on deadline due date. All Bidders are welcome to attend Bid opening. Bids received later than the date and time above will not be considered.

Please return bid **ORIGINAL (marked “ORIGINAL”)** and an electronic (**PDF format file only**) copy of your BID submittal **in sealed envelope**. Be sure that returned envelope shows “ATTN: COMMISSIONERS COURT – SEALED BID – BID #260402 – OLD ALICE PROJECT.”

RETURN BID TO:

by U.S. mailed or delivered to the office of the Purchasing Dept., **County Courthouse (Dancy Bldg.)**
1100 E. Monroe St, Basement Floor, Room B17, Brownsville, Texas 78520.

PRE-BID MEETING SCHEDULE (NON-MANDATORY):

PRE-BID MEETING DATE & TIME: Wednesday, May 13th, 2026, at 3:00 p.m. C.S.T.

PRE-BID MEETING LOCATION: San Benito Annex, Cameron County Department of Transportation,
1390 W. Expressway 83, San Benito, Texas 78586

Questions/clarifications must be submitted by: Tuesday, May 19th, 2026, before 5:00 p.m. C.S.T.

(e-mail to purchasing@co.cameron.tx.us or by fax to 956-550-7219, attention to Roberto C. Luna, Purchasing Agent)

Final Addendum if any, will be posted on May 26th, 2026.

For additional information or to request addendum email: [Roberto C. Luna](mailto:Roberto.C.Luna@co.cameron.tx.us) at purchasing@co.cameron.tx.us

YOU MUST SIGN BELOW IN INK; FAILURE TO SIGN WILL DISQUALIFY THE OFFER.

All prices must be typewritten or written in ink.

Company Name: _____

Company Address: _____

City, State, Zip Code: _____

Telephone No. _____ Fax No. _____ e-mail _____

SIGNATURE: _____ Print Name: _____

How did you find out about this Bid? _____ (ex: Newspaper, Web, Mail)

Is Bidder’s principal place of Business within Cameron County? Yes No

If yes what City: _____

(Your signature attests to your offer to provide the goods and/or services in this bid according to the published provision of this bid. When an award letter is issued, this Bid becomes the contract. If a Bid required specific Contract is to be utilized in addition to this Bid, this signed Bid will become part of that contract. When an additional Contract is required a Bid award does not constitute a contract award and Bid / Contract is not valid until contract is awarded by Commissioners Court (when applicable) signed by County Judge) and Purchase Order is issued.

Bidders/Participants must sign each bid/proposal page to ensure you have read each page’s information, terms, conditions and/or required forms. Failure to sign or initial each bid/proposal page will disqualify the BID offer.

ACKNOWLEDGMENT OF RECEIPT

OLD ALICE ROAD - PROJECT

(CSJ: 0921-06-290, etc.)

BID # 260402

Please submit this page upon receipt

For any clarifications, please contact Mr. Roberto C. Luna, Purchasing Agent and/or Dalia Loera, Assistant Purchasing Agent at the Cameron County Purchasing Department office at: (956) 544-0871 or e-mail at: purchasing@co.cameron.tx.us

Please fax or e-mail this page upon receipt of RFP package no later than **Tuesday, May 19th, 2026 before 5:00 p.m. CST**. All questions regarding this RFP should also be submitted no later than the stated date and time on RFP cover page.

Fax : (956) 550-7219 or E-mail: purchasing@co.cameron.tx.us

A zero percent (0.0%) DBE goal is established for this project. **All bidders interested in submitting a bid must be prequalified through TxDOT as an approved vendor.** Bidders are required to submit the confidential questionnaire fourteen (14) days prior to the bid opening date. Cameron County has adopted TxDOT's Quality Assurance Program (QAP) and Material On Hand (MOH) policies for this project.

If you are unable to respond on this RFP solicitation, kindly indicate your reason for **"Not Responding/No-Participation"** below and fax or e-mail back to Cameron County Purchasing Department. This will insure you remain active on our vendor list.

Date: _____

Yes, I will be able to submit a Bid.

No, I will not be able to submit a Bid submittal for the following reason: *(Please check one or more reasons below)*

- Could not meet specifications.
- Items or materials requested not manufactured by us or not available to our company.
- Insurance requirements are too restricting.
- Bond requirements are too restricting.
- The scope of services is not clearly understood or applicable (too vague, too rigid, etc.)
- The project is/was not suited to our organization.
- Quantities are too small.
- Insufficient time allowed for preparation of bid/proposal.
- Other (please specify).

Company Name: _____

Company Representative Name: _____

Company Address: _____

Phone #: _____ Fax #: _____

E-mail Address: _____

CHECK LIST

Bidders are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Purchasing Department immediately. It is the Bidder's responsibility to be familiar with all the Requirements and Specifications. Be sure you understand the following before you return your bid packet.

- Cover Sheet**
Your company name, address and your signature (**IN INK**) should appear on this page.
- Instructions to Bidders**
You should be familiar with all of the Instructions to Bidders.
- Special Requirements**
This section provides information you must know in order to make an offer properly.
- Specifications / Scope of Work**
This section contains the detailed description of the product/service sought by the County.

Attachments

- Addendum Acknowledgment Form**
- Signature Form**
- Deficiencies & Deviation Form**
- Bidder's Statement of Organization**
- Compliance with Federal and State Laws**
- Attachments **A, B, C, D, E, F, G, H, & I****
Be sure to complete these forms and return with packet.
- Bid Guaranty & Bonds Information & Requirements**
This form applies only to certain bids/proposals. All public work contracts over \$25,000 require a Payment Bond and over \$100,00 must also have a Performance Bond and one year Maintenance Bond in a form approved by the County. Please read carefully and fill out completely.
- Minimum Insurance Requirements**
Included when applicable
- Worker's Compensation Insurance Coverage Rule 110.110**
This requirement is applicable for a building or construction contract.
- Financial Statement**
When this information is required, you must use this form.

Other - Final Reminders To double check before submitting BID

- Is your bid sealed with bid number, title, Bidder's Name, & return address, on outside?
- Did you complete, sign and submit page 1?
- Did you provide the number of copies as required on the cover page?
- Did you visit our website for any addendums?

<https://www.cameroncountytexas.gov/purchasing-bids-rfpq-addms-tabs/>

If not interested in Bidding please let us know why e-mail to: Purchasing@co.cameron.tx.us

INSTRUCTIONS FOR SUBMITTING BIDS
OLD ALICE ROAD - PROJECT
(CSJ: 0921-06-290, etc.)
BID # 260402

These General Instructions apply to all offers made to Cameron County, Texas (herein after referred to as "County") by all prospective vendors (herein after referred to as "Bidder") on behalf of Solicitations including, but not limited to, Invitations to Bid.

Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your bid with all appropriate supplements and/or samples. Prior to returning your sealed bid response / submittal, all Addendums – if issued – should be reviewed and downloaded by entering the County Purchasing web at: <https://www.cameroncountytexas.gov/purchasing-bids-rfpq-addms-tabs/> Addendums Column (updated Addendums). These Addendums must be signed and returned with your bid in order to avoid disqualification. All Tabulations can also be viewed and downloaded at this site. Annual Bid award information can be accessed at: <https://www.cameroncountytexas.gov/purchasing-bids-rfpq-addms-tabs/> Review this document in its entirety. Be sure your Bid is complete, and double check your Bid for accuracy.

Cameron County is an Equal Employment Opportunity Employer.

GOVERNING FORMS: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Cameron County's interpretation shall govern. Where substitutions are used, they must be of equivalent value or service, and specified by the bidder as such, in the columns to the right on the "Minimum Specifications' Forms". The County's specifications may be exceeded and should be noted by the Vendor as such. Any bid NOT MEETING the Minimum Requirements specified will be rejected.

GOVERNING LAW: This invitation to bid is governed by the competitive bidding requirements of the County Purchasing Act, Texas Local Government Code, §262.021 et seq., as amended. Bidders shall comply with all applicable federal, state and local laws and regulations. Bidders are further advised that these requirements shall be fully governed by the laws of the State of Texas and that Cameron County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

Questions requiring only clarification of instructions or specifications will be handled verbally. If any questions result in a change or addition to this Bid, the Change(s) and addition(s) will be forwarded to all vendors involved (as quickly as possible) in the form of a written addendum only. Verbal changes to Bids must be backed-up by written addendum or written Q/A clarifications which would be posted on County Purchasing Web site. Without written Addendum or written Q / A clarification, verbal changes to Bids will not apply.

Sign the Vendor's Affidavit Notice, complete answers to Attachments A, B, C, D, E, F, G, H, & I and return all with your Bid.

The County of Cameron, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The County, its contractors, their suppliers and subcontractors, and vendors of goods, equipment services, and professional services shall not discriminate on the basis of race, color, religion, national origin, handicap, or sex in the award and/or performance of contracts. All vendors, suppliers, professionals, and contractors doing business or anticipating doing business with Cameron County shall support, encourage, and implement affirmative steps toward our common goal of establishing equal opportunity for all citizens of Cameron County.

BIDDER SHALL SUBMIT BID ON THE FORM PROVIDED, SIGN THE VENDOR AFFIDAVIT, AND RETURN ENTIRE BID PACKET. In the event of inclement weather and County Offices are officially closed on a bid deadline day, bids will be received until 3:00 p.m. of the next business day, for opening at upcoming Commissioner's Court meeting.

DISCLOSURE OF INTERESTS:

This questionnaire must be filed with the records administrator (County Clerk's Office) of the local government and no later than the 7th business day after the person becomes aware of facts that require this statement to be filed. Cameron County, Texas requires all persons or firms seeking to do business with the County to **provide the following information if the person becomes aware of facts that require this statement to be filed.** Every question must be answered. If the question is not applicable, answer with "N/A."

Please review this entire document, if for any reason there is any information to disclose, relative to any questions in this disclosure of interest form, you must file with County Clerk's Office subject to above instructions.

Can be downloaded at the following web site:

<https://cameroncountytexas.gov/wp-content/uploads/Purchasing/CIS.pdf>

TEXAS ETHICS COMMISSION FORM 1295

All Bids prior to award or award of Contract by Commissioner's Court will require that the Texas Ethics Commission (TEC) Form 1295 Electronic (online) Vendor filing procedure be completed by Vendor.

All Vendors being recommended to Commissioners Court for award or renewal of award on Agenda must register and obtain a TEC Certification for the specific award. This Certification Form 1295 must be electronically submitted and printed. Form must be emailed or delivered to County

Purchasing Department making the request for form. This process must be completed prior to Commissioners Court Agenda for approval consideration of Bid award. There is no charge for this TEC online process.

Texas Ethics Commission (TEC) Form 1295 must be completed (by firm – on line “New Form 1295 Certificate of Interested Parties Electronic Filing Application” Site at: <https://www.ethics.state.tx.us/filinginfo/1295/>)

If any Vendors have questions as to TEC Form 1295 visit the County Purchasing Web site left column tab “Vendor – TEC Form 1295” for more information. TEC Web site links can be found at this location including Question / Answers and Video instructions.
Tab Link: <https://www.cameroncountytexas.gov/vendors-tec-form-1295/>

BIDDER SHALL SUBMIT BID ON THE FORM PROVIDED, SIGN THE VENDOR AFFIDAVIT, AND RETURN ENTIRE BID PACKET. In the event of inclement weather and County Offices are officially closed on a bid deadline day, bids will be received until 3:00 p.m. of the next business day. Bids will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – Basement Floor – Room # B17 (as per Purchasing Dept. time clock).

BIDS SUBMITTED AFTER THE SUBMISSION DEADLINE SHALL BE RETURNED UNOPENED AND WILL BE CONSIDERED VOID AND UNACCEPTABLE.

BIDDERS MAY ATTEND PUBLICLY HELD COMM COURT MEETING FOR AWARD OF THIS SOLICITATION. All responding bidders are welcome to attend the publicly held Commissioners Court meeting relative to the outcome / award of this solicitation. Court Meeting agenda date and times may be obtained at the following web site: <https://www.cameroncountytexas.gov/commissioners-court-agendas/>

SUCCESSFUL VENDOR WILL BE NOTIFIED BY MAIL. All responding vendors will receive written notification regarding the outcome of the award.

OPEN RECORDS ACCESS TO ALL INFORMATION SUBMITTED. All information included will be open to the public, other bidders, media as per the Open Records Act and not be confidential in nature. If you deem any information as confidential, it should not be made part of your bid package.

PLEASE NOTE CAREFULLY

THIS IS THE ONLY APPROVED INSTRUCTION FOR USE ON YOUR BID. ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF BID. ANY EXCEPTIONS THERETO MUST BE IN WRITING.

1. **ORIGINAL (marked “ORIGINAL”)** and an electronic (**PDF format file only**) copy of your BID submittal in sealed envelope **MUST BE SUBMITTED.** Bid shall be placed in an envelope completely closed and properly identified with the name and number of the bid. Bids must be in the Purchasing Department **BEFORE** the hour and date specified.
2. Bids **MUST** give full firm name and address of the bidder. Failure to manually sign bid will disqualify it. Person signing bid should show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT.
3. Bids **CANNOT** be altered or amended after deadline time. Any alterations made before deadline time must be initiated by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by the Commissioners Court based on a written acceptable reason.
4. The County is exempt from State Sales Tax and Federal Excise Tax. **DO NOT INCLUDE TAX IN BID.** Cameron County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Cameron County Purchasing Agent.
5. Any Catalog, brand name or manufacturer’s reference used in a bid invitation is descriptive-NOT restrictive-it is to indicate type and quality desired. Bids on brand of like nature and quality will be considered. If bid is based on other than reference specifications, Bid must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete descriptions should be made part of the bid. If bidder takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc. as specified.
6. Samples, when requested, must be furnished free of expense to the County. 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, address, and County bid number. **DO NOT ENCLOSE OR ATTACH SAMPLE TO BID.** County user Dept.(s) reserves the right to make the final determination as to equivalents.
7. Written and verbal inquires pertaining to bids must give Bid Number and Company.
8. NO substitutions or cancellations permitted without written approval of Purchasing Agent.
9. The County reserves the right to accept or reject all or any part of any bid, waiver minor technicalities. The County of Cameron reserves the right to award by item category or by total bid. Prices should be itemized. County also reserves the right to award either with or without trade-in, if applicable. Cameron County reserves the right to award if only one (1) Bid was received. Cameron County retains

the option to re-bid at any time if in its best interest and is not automatically bound to renewal or re-bid. The County reserves the right to hold all Bids for 90 days from the due date of receipt without actions. The County reserves the right to add additional County Departments (at a later time during this bid award) as the need arises. The County also reserves the right to consider CO-OP Interlocal Agreements / pricing if determined to be more advantageous to the County.

10. Bid unit price on quantity specified – extend and show total. In case of errors in extension, UNIT prices shall govern. If both alphabetic and numeric (unit prices) are required and a discrepancy is found between both on the same line item whichever unit price confirms the line total will govern. If neither confirms then the alphabetic price will govern. If there is no line total requested then the alphabetic unit price shall govern. If combined / sum of line totals do not match the Bid total then the Bid total will be corrected to reflect the sum of the line totals. If there is a discrepancy between the alphabetic and numeric Base Bid Total / Total Bid amount, the alphabetic Base Bid Total / Total Bid will take precedence. Bids subject to unlimited price increase will not be considered, but limited to Preventive Maintenance Annual Local Labor Union Wage Rate adjustments. ALL PRICING WILL REMAIN FIRM UNLESS THIS BID ALLOWS FOR OPEN MARET PRICE INCREASES (AS SO SPECIFIED WITHIN). When inserting number of days or percentage % in Bid (ex: number of days to deliver or install or complete work, etc. or percentage over vendor's cost or percentage discount off list price) avoid using a range (ex: 30-90 days or 15% to 20 % cost plus) but use only one number for number of days or percentage. If a range is used the County will consider the higher number or worst-case scenario from the County's standpoint in making bid comparisons / tabulations.
11. This is a bid inquiry only and implies no obligation on the part of Cameron County.
12. Acceptance of and final payment for the item will be contingent upon satisfactory performance of the product received by Cameron County.
13. Partial bids will not be accepted unless awarded by complete category or line item. **To be awarded by Total Bid**
14. **BASIS OF BID AWARD** – The contract will be awarded to the responsible and responsive bidders meeting the specifications and having the lowest possible total extended price of the Base Bid (unit cost), consistent with the quality needed for effective use. All prices quoted will be firm. Award to successful bidder will be made by Cameron County Commission action. Bid pricing shall be firm for the entire term of the awarded contract. Prices established in continuing agreements and annual term contracts may be negotiated and approved by Cameron County Commission Court due to inflation and increased operating costs (i.e. dramatic increase in petroleum-based products, minimum wage, etc.). Any price increase proposed must be submitted thirty (30) calendar days prior to the anniversary date of the annual term contract and shall be supported with proper documentation, as provided by the U.S. Department of Labor Consumer Price Index (CPI), <http://www.bls.gov/cpi/>. Cameron County will reserve the right to approve or disapprove any request for increased prices.

Cameron County may at its option and expense have the material tested at any time for compliance. The Contractor's payment shall be deducted the full amount of expense to the County for any tests which **fail** to show compliance with the specifications.

Supplied materials which tests show to not-be- in-compliance shall be removed from County's property, stockpile or roadbed at the contractor's expense. Additionally, no payment will be made to the supplier by the County, for the materials which do not meet the specifications. The quantity of such material shall be determined by County's administrative staff, whose decision shall be final.

Revisions on unit prices: it is agreed that bid prices may be superseded during the contract period only if such revisions are the result of increased in the Gulf coast area. A written notice stipulating in detail the price revision must be furnished to the County before revised prices go into effect. Also, such revisions must be supported by continuing written notices for each 30-day period such revisions are in effect. Discounts, delivery, and services accepted as part of this bid are not subject to revision.
15. It is expected that the bidder will meet all state and federal safety standards and laws in effect on the date of the bid for the item(s) being specified, and the particular use for which they are meant.

It is the responsibility of the bidder or proposer to ask any and all questions the bidder or proposer feels to be pertinent to the bid or proposal. Cameron County shall not be required to attempt to anticipate such questions for bidders or proposers. Cameron County will endeavor to respond promptly to all questions asked.
16. If a Bid Bond is required in this Bid it must be included in Bidders Sealed Bid package and be current / valid through award.
17. Alternate Bid pricing: Bidders should include all alternate pricing on your Bid price page. Cameron County will not award Bid to a Bidder if an alternate price is left blank and County will be making an award to include alternate(s) which has been left blank. In order to avoid not being considered for award include all alternate pricing on your Bid price page.
18. All property of Cameron County must remain (at all times) within the United States – without exception – unless prior Agenda approval has been given by Commissioners Court.
19. Availability of Funds: This procurement is subject to the availability of funding. Cameron County's obligation hereunder is contingent upon the availability of appropriated funds from which payment for the Contract purposes can be made. No legal liability on the part of the County for any payment shall arise until funds are made available to the County for this Contract and until the Contractor receives notice of such availability, to be confirmed in writing by the County. Any award of Contract hereunder will be conditioned upon said availability of funds for the Contract.

20. Non-Appropriation Clause:

Notwithstanding any provisions for this agreement, the parties agree that the services are payable by Cameron County from appropriations, grants, and monies from the General Fund and other sources. In the event sufficient appropriation, grants, and monies are not made available to Cameron County to pay these services for any fiscal year, this Agreement shall terminate without further obligation of County. In such event, the Cameron County Administrator shall certify to contractor that sufficient funds have not been made available to County to meet the obligations of this Agreement; such certification shall be conclusive upon parties.

****BEGIN SECTION: Not For Construction related requests. ****

PURCHASE ORDER AND DELIVERY: The successful Bidder shall not deliver products or provide services without a Cameron County Purchase Order, signed by an authorized agent of the Cameron County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the Bidder in the proper place on the Pricing/Delivery Information form. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **Free on Board (F.O.B.) INSIDE DELIVERY** unless otherwise stated in the specifications.

This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Cameron County without prejudice to other remedies provided by law. **Where delivery times are critical, Cameron County reserves the right to award accordingly.**

NO PLACEMENT OF DEFECTIVE TENDER: Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Seller may seasonably notify Buyer of their intention to cure and may then make a conforming tender within the contract time but not afterward.

PLACE OF DELIVERY: The place of delivery shall be that set forth on the purchase order. Any change thereto shall be affected by modification as provided for in clause 20, "Modifications", hereof. The terms of this agreement are "no arrival, no sale".

DELIVERY TERMS AND TRANSPORTATION CHARGES: Bid must 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. A five-day difference in delivery promise may break a tie. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bidder list.

An accurate delivery date must be quoted on the "Bid Form". When there are various items, a delivery date must be included with each item quoted. Freight and shipping charges to Cameron County must be included in the bid price. Final location will be supplied to the vendor on award of bid, F.O.B. destination. Delivery locations will be: Various County Building locations. Delivery days after receipt of order (ARO). Specify all (various) dates by categories or item if different.

If delay is foreseen, contractor shall give written notice to Director of Purchasing. The County has the right to extend delivery date if reasons appear valid. Contractor must keep County advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorized the County to purchase supplies elsewhere and charge full increase in cost and handling to defaulting contractor.

Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m. unless otherwise noted in bid.

VARIATION IN QUANTITY: The County assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

SELLER TO PACKAGE GOODS: Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

SHIPMENT UNDER RESERVATION PROHIBITED: Seller is not authorized to ship the goods under reservation, and no tender of a bill of lading will operate as a tender of goods.

TITLE AND RISK OF LOSS: The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

INSPECTION: Upon receiving item(s), they will be inspected for compliance with the Bid Specifications. If the item(s) do not pass inspection, the vendor will be required to pick up the rejected item(s) at the delivery point, provide the necessary replacement, and return the item(s) to the original point of delivery.

All items proposed shall be new, in first class condition, including containers suitable for shipment and storage (Cameron County prefers recycled packaging whenever possible), unless otherwise indicated in bid. Verbal agreements to the contrary will not be recognized. All materials and services shall be subject to Purchaser's approval. Unsatisfactory material will be returned at Seller's expense.

Cameron County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a Bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

TESTING: Cameron County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.

SPECIAL TOOLS AND TEST EQUIPMENT: If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

INVOICES AND PAYMENTS: (a) The vendor shall submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight weigh bill when applicable, should be attached to the invoice. Mail to: Cameron County, ATTN: Auditor's Office, 1100 East Monroe St., Brownsville, Texas 78520. Payment shall not be due until the above instruments are submitted after delivery or services rendered. Our Vendors must keep the Auditor advised of any changes in your remittance addresses. (b) County's only obligation to pay Vendor is to pay from funds budgeted and available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Vendor by the County. (c) Do not include Federal Excise, State or City Sales Tax. County shall furnish tax exemption certificate if required.

Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the Vendor for correction. Under term contracts, when multiple deliveries and/or services are required, the Vendor may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for good and/or services provided under this contract, the Vendor should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Cameron County Auditor's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Services.

Vendor shall submit two (2) copies of an itemized invoice showing BID number and purchase order number to:

**CAMERON COUNTY AUDITOR
ACCOUNTS PAYABLE
1100 EAST MONROE ST.,
BROWNSVILLE, TEXAS 78520**

Please note that any payment due under this bid award will be applied towards any debt, including but not limited to delinquent taxes that is owed to Cameron County.

PAYMENT DISCOUNT: Indicate the payment discount (s) available depending on the when invoices are paid. For example, 1/30 means a 1% discount if paid within 30 days, 2/15 means a 2% discount if paid within 15 days, etc.

Payment in full will be made within thirty (30) days of delivery, inspection, and receipt of invoice.

All costs quotations must include all the various features needed to satisfy the requirements. Note: No amounts will be paid for the items in this BID in excess of the amounts quoted.

****END SECTION: Not For Construction related requests. ****

Criminal Background Checks are Mandatory:

Checks are mandatory for all personnel performing work on Cameron County sites. Contractors, consultants, and subcontractors are required to take all reasonable steps to assure that their employees do not represent a threat to the County or Facilities. Failure to comply with this requirement may result in immediate termination of any award or contract. The selected contractor shall provide a complete list of names (including supervisors) that may be working on campus. The contractor(s) shall remove from the Cameron County workplace any of its employees who are found to be unacceptable by Cameron County. Such requests shall not be unreasonable, are the sole decision of Cameron County, and are not subject to negotiation. Contractor shall provide proper identification for all contractor employees. While on Cameron County premises, all contractor employees must wear attire that identifies them as contractor's employee with identification visible from both the front and the back. Vehicles shall be clearly identified as company vehicles and be maintained in a neat clean and sanitary condition. At least one person in each vehicle, preferably the driver, must be able to speak, read and write. It shall be the contractor's responsibility to see that employees render quiet and courteous service.

Trade Secrets, Confidential Information and the Texas Public Information Act.

If you consider any portion of your Bid/Proposal/Qualification Statement to be privileged or **confidential** by statute or judicial decision, including trade secrets and commercial or financial information, clearly identify those portions.

Bid/Proposal/Qualification Statement will be opened in a manner that avoids disclosure of the contents to competing offers and to keep the proposals secret during negotiations. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for inspection.

Cameron County will honor your negotiations of the trade secrets and confidential information and decline to release such information initially, but please note that the final determination of whether a particular portion of your proposal is in fact a trade secret or commercial or financial information that may be withheld from public inspection will be made by the Texas Attorney General or a court of competent jurisdiction. In the event a public information request is received for a portion of your proposal that you have marked as being confidential information, you will be notified of such request, and you will be required to justify your legal position in writing to the Texas Attorney General pursuant to Section §552.305 of the Government Code. In the event that it is determined by opinion or order of the Texas Attorney General or a court of competent jurisdiction that the information is in fact not privileged and confidential under Section §552.110 of the Government Code and Section §252.049 of the Local Government code, then such information will be made available to the requested.

Bid/Proposal/Qualification Statement are to be signed by an officer of the company authorized to bind the submitter to its provisions. Bid/Proposal/Qualification Statement are to contain a statement indicating the period during which the proposal will remain valid. A period of not less than ninety (90) days required. The Bid/Proposal/Qualification Statement submitted by the bidders/proposer/responders shall become an integral part of the contract between the County and the bidder/proposer/responder and the representations, covenants, and conditions therein contained shall be binding upon the person, firm or corporation executing the same.

THE BIDDER(S) IS/ARE RESPONSIBLE FOR READING AND UNDERSTANDING ALL DOCUMENTS, FORMS, SPECIFICATIONS, AND INSTRUCTIONS WITHIN THIS ENTIRE DOCUMENT. Follow all BID package instructions; **you are responsible for obtaining any information needed in order to respond to this solicitation.** Further, the Bidder is responsible for providing any and all relevant information necessary to submit a response. Failure to do so will be at the Respondent's risk and may result in rejection of the response as non-conforming.

General Requirements apply to all advertised solicitations; however, these may be superseded, whole or in part, by OTHER DATA CONTAINED HEREIN. Be sure your bid package is complete.

TEXAS OPEN RECORDS ACT AND CONFIDENTIALITY

All materials submitted to Cameron County, Purchasing Department pursuant to this Invitation for Bid/Request for Proposals/Statement of Qualifications become subject to the mandates of the Texas Open Records Act, Government Code, Chapter 552, Subchapter A, §§552.009; Subchapter D, §§552.205; and Subchapter F, §§552.261 through 552.274. The purpose of this Act is to ensure and facilitate the public's right of access to and review of government records so they may efficiently and intelligently exercise their inherent political power. Almost all "records," as that term is defined in the Act, may be disclosed to the public upon request. Except where specific state or federal statutes create a confidential privilege, persons who submit information to public bodies have no right to keep this information from public access or reasonable expectation that this information will be kept from public access.

If you believe that any of the information you have submitted to the County pursuant to this Request for Proposals is **confidential** under a specific state or federal statute and therefore not subject to the public access, *you must comply with the following:*

- A. Place said documents/records in a separate envelope marked "**Confidential**" **DO NOT** label your entire response to the Bid/Request for Proposals/Statement of Qualifications as "Confidential" – label only those portions of the response that you feel are made confidential by state or federal law as "Confidential." If only a portion of a document is confidential, please identify specifically the portions of the document you are claiming are confidential. Under the State of Texas Open Records Act, the County is obligated to produce documents for public inspection even if the documents contain a portion which is confidential but can redact the confidential parts.
- B. For each such document for which you are claiming a confidential privilege, identify the federal and/or state law that creates said privilege, e.g., for trade secrets.

Should an Open Records request be presented to the County requesting information you have identified as "Confidential," you will be responsible for defending your position in the Court where the proceeding is filed, if needed.

If you fail to identify any records submitted as part of your Bid/Request for Proposals/Statement of Qualifications as "Confidential" by placing them in the "Confidential" envelope AND you fail to identify the specific state or federal law creating said privilege, you are irrefutably agreeing that said records are not confidential and are subject to public access.

BASE BID (OLD ALICE RD)

Note: The blank spaces for each item as required in the proposal shall be fill in by writing in ink except as provide below. The bidder shall submit a unit price for each item for which a bid is requested (including a zero if appropriate), except in the case of an alternate. In such case, prices must be submitted for the base bid or with the items of one or more of the alternates. A bid item left blank, except in the case of an alternate item, will be considered an incomplete bid.

ALT	ITEM NO	DESC CODE	SP NO	CC SP NO	DESCRIPTION	UNIT OF MEASUREMENT	APPROXIMATE QUANTITY	UNIT PRICE (IN FIGURES) DOLLARS & CENTS	AMOUNT (IN FIGURES) DOLLARS & CENTS
ROADWAY ITEMS (CSJ: 0921-06-290)									
	100	7002			PREPARING ROW	STA	258.00		
	104	7001			REMOVING CONC (PAV)	SY	495.00		
	104	7006			REMOVING CONC (RIPRAP)	SY	36.00		
	104	7013			REMOVING CONC (SIDEWALKS)	SY	514.00		
	104	7011			REMOVING CONC (DRIVEWAYS)	SY	2,082.00		
	104	7016			REMOVING CONC (CURB)	LF	325.00		
	104	7017			REMOVING CONC (CURB & GUTTER)	LF	369.00		
	110	7001			EXCAVATION (ROADWAY)	CY	240,058.00		
	110	7002			EXCAVATION (CHANNEL)	CY	4,586.00		
	132	7006	002		EMBANKMENT (FINAL)(DENS CONT)(TY C)	CY	5,728.00		
	160	7007			FURNISHING AND PLACING TOPSOIL (VEH)	CY	50.00		
	164	7010			DRILL SEEDING (PERM) (RURAL) (CLAY)	SY	79,055.00		
	164	7013			DRILL SEEDING (TEMP) (WARM)	SY	79,055.00		
	168	7001			VEGETATIVE WATERING	TGL	824.00		
	204	7001			SPRINKLING (DUST CONTROL)	TGL	170.00		
	247	7259	003		FL BS (RDWY DEL)(TY A GR 1-2)(FNAL POS)	CY	65,337.00		
	250	7002			GEOGRID BASE REINFORCEMENT (TY 2)	SY	250,144.00		
	251	7025			REWORK BS MTL (TY B) (6") (ORD COMP)	SY	35,454.00		
	260	7005			LIME (HYD, COM OR QK)(SLURRY)	TON	6,740.00		
	260	7009			LIME TRT (EXST MATL) (12")	SY	250,144.00		
	310	7004			PRIME COAT (MC-30)	GAL	45,790.00		
	316	7266	002		ASPH (TIER II)	GAL	91,346.00		
	316	7281	002		AGGR (TY-PD GR-4P)(SAC-B)	CY	1,906.00		
	344	7064			SP MIXES SP-D SAC-A PG76-22	TON	39,249.00		
	354	7018			PLANE ASPH CONC PAV (1.5")	SY	2,292.00		
	400	7005			STRUCT EXCAV (SPECIAL)	CY	158.00		
	400	7008			CUT & RESTORE ASPH PAVING	SY	272.00		
	402	7001			TRENCH EXCAVATION PROTECTION	LF	21,495.00		
	416	7044			DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	32.00		
	420	7052			CL C CONC (RAIL FOUNDATION)	CY	151.50		
	423	7013			RETAINING WALL (CONC BLOCK)	SF	2,460.00		
	432	7001			RIPRAP (CONC)(4 IN)	CY	14.80		
	432	7005			RIPRAP (CONC)(CL B)	CY	369.00		
	432	7013			RIPRAP (MOW STRIP)(4 IN)	CY	13.00		
	450	7044			RAIL (TY PR11)	LF	1,135.00		
	462	7012	002		CONC BOX CULV (6 FT X 4 FT)(C-I-P)	LF	72.00		
	462	7074	002		CONC BOX CULV (7 FT X 7 FT)(EXTEND)	LF	74.00		
	464	7003	001		RC PIPE (CL III)(18 IN)	LF	3,854.00		
	464	7005	001		RC PIPE (CL III)(24 IN)	LF	4,292.00		
	464	7007	001		RC PIPE (CL III)(30 IN)	LF	4,324.00		
	464	7009	001		RC PIPE (CL III)(36 IN)	LF	5,972.00		
	464	7010	001		RC PIPE (CL III)(42 IN)	LF	3,242.00		
	464	7011	001		RC PIPE (CL III)(48 IN)	LF	4,475.00		
	464	7012	001		RC PIPE (CL III)(54 IN)	LF	1,823.00		
	465	7005			JCTBOX(COMPL)(PJB)(3FTX3FT)	EA	5.00		
	465	7006	001		JCTBOX(COMPL)(PJB)(4FTX4FT)	EA	20.00		
	465	7009	001		JCTBOX(COMPL)(PJB)(5FTX5FT)	EA	11.00		
	465	7011	002		JCTBOX(COMPL)(PJB)(6FTX6FT)	EA	5.00		
	465	7013	001		INLET (COMPL)(PCO)(3FT)(NONE)	EA	7.00		
	465	7014	001		INLET (COMPL)(PCO)(3FT)(LEFT)	EA	24.00		
	465	7015	001		INLET (COMPL)(PCO)(3FT)(RIGHT)	EA	18.00		

ALT	ITEM NO	DESC CODE	SP NO	CC SP NO	DESCRIPTION	UNIT OF MEASUREMENT	APPROXIMATE QUANTITY	UNIT PRICE (IN FIGURES) DOLLARS & CENTS	AMOUNT (IN FIGURES) DOLLARS & CENTS
	465	7016	001		INLET (COMPL)(PCO)(3FT)(BOTH)	EA	8.00		
	465	7017	002		INLET (COMPL)(PCO)(4FT)(NONE)	EA	2.00		
	465	7018	001		INLET (COMPL)(PCO)(4FT)(LEFT)	EA	3.00		
	465	7019	001		INLET (COMPL)(PCO)(4FT)(RIGHT)	EA	13.00		
	465	7020	001		INLET (COMPL)(PCO)(4FT)(BOTH)	EA	5.00		
	465	7021	001		INLET (COMPL)(PCO)(5FT)(NONE)	EA	2.00		
	465	7022	001		INLET (COMPL)(PCO)(5FT)(LEFT)	EA	7.00		
	465	7023	001		INLET (COMPL)(PCO)(5FT)(RIGHT)	EA	4.00		
	465	7024	001		INLET (COMPL)(PCO)(5FT)(BOTH)	EA	5.00		
	465	7025	002		INLET (COMPL)(PCO)(6T)(NONE)	EA	3.00		
	465	7128	001		INLET (COMPL)(PSL)(FG)(4FTX4FT-4FTX4FT)	EA	3.00		
	467	7305			SET (TY II) (18 IN) (RCP) (3: 1) (C)	EA	7.00		
	467	7306			SET (TY II) (18 IN) (RCP) (4: 1) (C)	EA	1.00		
	467	7326			SET (TY II) (24 IN) (RCP) (4: 1) (C)	EA	4.00		
	467	7390			SET (TY II) (48 IN) (RCP) (4: 1) (C)	EA	4.00		
	479	7006			ADJUSTING INLET (CAP)	EA	2.00		
	496	7002			REMOV STR (INLET)	EA	15.00		
	496	7004			REMOV STR (SET)	EA	24.00		
	496	7007			REMOV STR (PIPE)	LF	3,160.00		
	496	7009			REMOV STR (BRIDGE 0 - 99 FT LENGTH)	EA	1.00		
	496	7022			REMOV STR (APPROACH SLAB)	EA	2.00		
	500	7001			MOBILIZATION	LS	1.00		
	502	7001	008		BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	27.00		
	505	7001	001		TMA (STATIONARY)	DAY	5.00		
	505	7003	001		TMA (MOBILE OPERATION)	DAY	7.00		
	506	7021	005		CONSTRUCTION EXITS (INSTALL) (TY 2)	SY	624.00		
	506	7024	005		CONSTRUCTION EXITS (REMOVE)	SY	624.00		
	506	7039	005		TEMP SEDMT CONT FENCE (INSTALL)	LF	35,710.00		
	506	7041	005		TEMP SEDMT CONT FENCE (REMOVE)	LF	35,710.00		
	506	7044	005		BIODEG EROSN CONT LOGS (INSTL) (12")	LF	3,195.00		
	506	7046	005		BIODEG EROSN CONT LOGS (REMOVE)	LF	3,195.00		
	508	7001			CONSTRUCTING DETOURS	SY	2,644.00		
	512	7009			PORT CTB (FUR & INST)(LOW PROF)(TY 1)	LF	11,600.00		
	512	7010			PORT CTB (FUR & INST)(LOW PROF)(TY 2)	LF	600.00		
	512	7033			PORT CTB (MOVE)(LOW PROF)(TY 1)	LF	3,860.00		
	512	7034			PORT CTB (MOVE)(LOW PROF)(TY 2)	LF	320.00		
	512	7057			PORT CTB (REMOVE)(LOW PROF)(TY 1)	LF	11,600.00		
	512	7058			PORT CTB (REMOVE)(LOW PROF)(TY 2)	LF	600.00		
	529	7019			CONC CURB & GUTTER (VALLEY GUTTER)	LF	952.00		
	529	7025			CONC CURB & GUTTER (TY A) (BARRIER)	LF	50,702.00		
	530	7001			INTERSECTIONS (CONC)	SY	601.00		
	530	7002			INTERSECTIONS (ACP)	SY	1,261.00		
	530	7006			DRIVEWAYS (CONC)	SY	1,029.00		
	530	7010			DRIVEWAYS (ACP)	SY	3,123.00		
	540	7001	001		MTL W-BEAM GD FEN (TIM POST)	LF	400.00		
	540	7005	001		MTL BEAM GD FEN TRANS (THRIE-BEAM)	EA	4.00		
	540	7013	001		SHORT RADIUS (28")	LF	122.00		
	540	7014	001		DRIVEWAY TERMINAL ANCHOR SECTION	EA	8.00		
	542	7001			REMOVE METAL BEAM GUARD FENCE	LF	350.00		
	542	7002			REMOVE TERMINAL ANCHOR SECTION	EA	4.00		
	544	7001			GUARDRAIL END TREATMENT (INSTALL)	EA	4.00		
	545	7004			CRASH CUSH ATTEN (REMOVE)	EA	2.00		
	545	7010			CRASH CUSH ATT (INSTALL)(R)(N)(TL3)	EA	2.00		
	560	7002			MAILBOX INSTALL-S (TWG-POST) TY 2	EA	34.00		
	618	7054			CONDT (PVC) (SCH 80) (2")	LF	20.00		
	618	7064			CONDT (PVC) (SCH 80) (4")	LF	60.00		
	620	7009			ELEC CONDR (NO.6) BARE	LF	142.00		
	620	7010			ELEC CONDR (NO.6) INSULATED	LF	130.00		
	621	7006			TRAY CABLE (4 CONDR) (12 AWG)	LF	384.00		

ALT	ITEM NO	DESC CODE	SP NO	CC SP NO	DESCRIPTION	UNIT OF MEASUREMENT	APPROXIMATE QUANTITY	UNIT PRICE (IN FIGURES) DOLLARS & CENTS	AMOUNT (IN FIGURES) DOLLARS & CENTS
	624	7008			GROUND BOX TY D (162922)W/APRON	EA	2.00		
	628	7248			ELC SRV TY D 120/240 100(NS)SS(E)SP(O)	EA	1.00		
	644	7001			IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	6.00		
	644	7002			IN SM RD SN SUP&AM TY10BWG(1)SA(P-BM)	EA	12.00		
	644	7004			IN SM RD SN SUP&AM TY10BWG(1)SA(T)	EA	4.00		
	644	7025			IN SM RD SN SUP&AM TYS80(1)SA(P)	EA	13.00		
	644	7028			IN SM RD SN SUP&AM TYS80(1)SA(T)	EA	5.00		
	644	7033			IN SM RD SN SUP&AM TYS80(1)SA(U-2EXT)	EA	2.00		
	644	7067			RELOCATE SM RD SN SUP&AM TY S80	EA	11.00		
	644	7073			REMOVE SM RD SN SUP&AM	EA	26.00		
	658	7059			INSTL OM ASSM (OM-2Z)(WFLX)GND(BI)	EA	12.00		
	658	7020			INSTL DEL ASSM (D-SW)SZ 1(BRF)GF2(BR)	EA	16.00		
	658	7033			INSTL DEL ASSM (D-SW)SZ 1 (BRF)CTB (BR)	EA	6.00		
	662	7008			WK ZN PAV MRK NON-REMOV (W)6"(SLD)	LF	25,460.00		
	662	7012			WK ZN PAV MRK NON-REMOV (W)8"(SLD)	LF	144.00		
	662	7038			WK ZN PAV MRK NON-REMOV (Y)6"(SLD)	LF	53,538.00		
	662	7068			WK ZN PAV MRK REMOV (W)6"(SLD)	LF	3,675.00		
	662	7100			WK ZN PAV MRK REMOV (Y)6"(SLD)	LF	6,990.00		
	662	7112			WK ZN PAV MRK SHT TERM (TAB)TY W	EA	3,762.00		
	662	7114			WK ZN PAV MRK SHT TERM (TAB)TY Y-2	EA	4,954.00		
	666	7024	007		REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	971.00		
	666	7036	007		REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	1,640.00		
	666	7117	007		REFL PAV MRK TY I (Y)12"(SLD)(100MIL)	LF	270.00		
	666	7138	007		RE PV MRK TY I(BLACK)6"(SHADOW)(100MIL)	LF	120.00		
	666	7408	007		REFL PAV MRK TY I (W)6"(BRK)(100MIL)	LF	12,500.00		
	666	7411	007		REFL PAV MRK TY I (W)6"(SLD)(100MIL)	LF	49,702.00		
	666	7420	007		REFL PAV MRK TY I (Y)6"(BRK)(100MIL)	LF	11,480.00		
	666	7423	007		REFL PAV MRK TY I (Y)6"(SLD)(100MIL)	LF	49,955.00		
	668	7091			PREFAB PM TY C (W) (ARROW)	EA	11.00		
	668	7093			PREFAB PM TY C (W) (DBL ARROW)	EA	2.00		
	668	7103			PREFAB PM TY C (W) (WORD)	EA	11.00		
	672	7002			REFL PAV MRKR TY I-C	EA	645.00		
	672	7004			REFL PAV MRKR TY II-A-A	EA	1,342.00		
	677	7001			ELIM EXT PM & MRKS (4")	LF	2,000.00		
	677	7004			ELIM EXT PM & MRKS (8")	LF	140.00		
	677	7008			ELIM EXT PM & MRKS (24")	LF	100.00		
	677	7009			ELIM EXT PM & MRKS (ARROW)	EA	2.00		
	677	7015			ELIM EXT PM & MRKS (WORD)	EA	2.00		
	680	7011	006		INSTALL HWY TRF SIG (UPGRADE)	EA	1.00		
	682	7001			VEH SIG SEC (12")LED(GRN)	EA	8.00		
	682	7002			VEH SIG SEC (12")LED(GRN ARW)	EA	4.00		
	682	7003			VEH SIG SEC (12")LED(YEL)	EA	8.00		
	682	7004			VEH SIG SEC (12")LED(YEL ARW)	EA	8.00		
	682	7005			VEH SIG SEC (12")LED(RED)	EA	8.00		
	682	7006			VEH SIG SEC (12")LED(RED ARW)	EA	4.00		
	682	7018			PED SIG SEC (LED)(COUNTDOWN)	EA	5.00		
	682	7039			BACKPLATE W/REFL BRDR(3 SEC)ALUM	EA	8.00		
	682	7040			BACKPLATE W/REFL BRDR(4 SEC)ALUM	EA	4.00		
	684	7009			TRF SIG CBL (TY A)(12 AWG)(4 CONDR)	LF	1,648.00		
	684	7010			TRF SIG CBL (TY A)(12 AWG)(5 CONDR)	LF	771.00		
	684	7012			TRF SIG CBL (TY A)(12 AWG)(7 CONDR)	LF	741.00		
	684	7080			TRF SIG CBL (TY C)(14 AWG)(2 CONDR)	LF	1,508.00		
	686	7019			INS TRF SIG PL AM (S)STR(TY D)	EA	1.00		
	686	7020			INS TRF SIG PL AM (S)STR(TY D)LUM	EA	1.00		
	688	7001			PED DETECT PUSH BUTTON (APS)	EA	8.00		
	688	7003			PED DETECTOR CONTROLLER UNIT	EA	8.00		
	1000	7001			PRSSR IRRIG PVC PIPE (18")	LF	300.00		
	1000	7002			PRSSR IRRIG PVC PIPE (24")	LF	130.00		
	1007	7119			IRRIGATION GATE (24")	EA	1.00		

ALT	ITEM NO	DESC CODE	SP NO	CC SP NO	DESCRIPTION	UNIT OF MEASUREMENT	APPROXIMATE QUANTITY	UNIT PRICE (IN FIGURES) DOLLARS & CENTS	AMOUNT (IN FIGURES) DOLLARS & CENTS
	3007	7001			BONDING COURSE	GAL	16,145.00		
	5029	7001		CC5029	BIRD EXCLUSION METHOD	SF	15,661.00		
	6008	7003			RVDS(PRESENCE AND ADVANCE DETECTION)	EA	4.00		
	7025	7002			24IN STEEL CASING (OPEN CUT)	LF	40.00		

ROADWAY TOTAL =

BRIDGE ITEMS (CSJ: 0921-06-290)

	400	7010			CEM STABIL BKFL	CY	124.00		
	409	7002			PRESTR CONC PIL (18 IN SQ)	LF	2,592.00		
	420	7012			CL C CONC (ABUT)	CY	67.50		
	420	7022			CL C CONC (CAP)	CY	49.40		
	422	7007			REINF CONC SLAB (SLAB BEAM)	SF	13,520.00		
	425	7018			PRESTR CONC SLAB BEAM (4SB15)	LF	257.00		
	425	7019			PRESTR CONC SLAB BEAM (5SB15)	LF	2,441.50		
	432	7008			RIPRAP (CONC)(CL B)(5 IN)	CY	74.80		
	450	7024			RAIL (TY SSTR)	LF	260.00		
	450	7044			RAIL (TY PR11)	LF	284.00		
	454	7001			TYPE A JOINT	LF	312.00		
	512	7001			PORT CTB (FUR & INST)(SGL SLOPE)(TY 1)	LF	150.00		
	512	7049			PORT CTB (REMOVE)(SGL SLP)(TY 1)	LF	150.00		

BRIDGE TOTAL =

PEDESTRIAN ITEMS (CSJ: 0921-06-378)

	531	7001			CONC SIDEWALK (4")	SY	42,705.00		
	531	7008			CURB RAMPS (TY 5)	EA	8.00		
	531	7009			CURB RAMPS (TY 6)	EA	2.00		
	531	7010			CURB RAMPS (TY 7)	EA	26.00		

PEDESTRIAN TOTAL =

WASTEWATER SYSTEM

	1007	7004		CC1007	22.5-DEGREE ELBOW (12")	EA	8.00		
	1007	7007		CC1007	4 IN DIA. PVC (DR-25) FORCE MAIN	LF	205.00		
	1007	7008		CC1007	12 IN DIA. PVC (DR-25) FORCE MAIN	LF	10080.00		
	1007	7101		CC1007	45-DEGREE ELBOW (4")	EA	4.00		
	1007	7103		CC1007	12 IN PVC PLUG	EA	6.00		
	1007	7105		CC1007	90-DEGREE ELBOW (6")	EA	1.00		
	1007	7107		CC1007	8 IN PVC PLUG	EA	1.00		
	1007	7109		CC1007	6 IN PVC PLUG	EA	2.00		
	1007	7110		CC1007	12IN X 8IN WYE M.J. FITTING	EA	2.00		
	1007	7111		CC1007	8IN X 4IN REDUCER	EA	2.00		
	1007	7112		CC1007	8IN X 4IN WYE M.J. FITTING	EA	2.00		
	1007	7113		CC1007	8IN X 6IN REDUCER	EA	1.00		
	1007	7114		CC1007	45-DEGREE ELBOW (12"X8")	EA	1.00		
	1007	7115		CC1007	4 IN CHECK VALVE W/ CONC. VAULT	EA	4.00		
	1007	7116		CC1007	2" COMB. AIR RELEASE VALVE W/ CONC VAULT	EA	11.00		

ALT	ITEM NO	DESC CODE	SP NO	CC SP NO	DESCRIPTION	UNIT OF MEASUREMENT	APPROXIMATE QUANTITY	UNIT PRICE (IN FIGURES) DOLLARS & CENTS	AMOUNT (IN FIGURES) DOLLARS & CENTS
	1007	7117		CC1007	CASING (STEEL) (8 IN) (OPEN TRENCH)	LF	276.00		
	1007	7118		CC1007	45-DEGREE ELBOW (12")	EA	19.00		
	7004	7019		CC7004	JCK TUN BOR AUG CASING (STL) (24 IN)	LF	145.00		
	7004	7020		CC7004	CASING (STEEL) (12 IN) (OPEN TRENCH)	LF	395.00		
	7004	7021		CC7004	CASING (STEEL) (16 IN) (OPEN TRENCH)	LF	190.00		
	7004	7023		CC7004	CASING (STEEL) (20 IN) (OPEN TRENCH)	LF	110.00		
	7004	7024		CC7004	CASING (STEEL) (24 IN) (OPEN TRENCH)	LF	293.00		
	7006	7065		CC7006	SERVICE CONNECTION (SAN SWR)	EA	8.00		
WASTEWATER SYSTEM TOTAL =									

WATER SYSTEM									
	1007	7005		CC1007	PROP 10INX10IN TEE FITTING	EA	1.00		
	1007	7014		CC1007	PROP 6" WATERLINE PVC C900 DR18	LF	270.00		
	1007	7016		CC1007	90-DEGREE ELBOW (12")	EA	1.00		
	1007	7017		CC1007	PROP 12" WATERLINE PVC C900 DR18	LF	306.00		
	1007	7018		CC1007	PROP 4" FORCE MAIN ADJUSTMENT	LF	130.00		
	1007	7106		CC1007	8IN X 8IN TEE FITTING M.J.	EA	1.00		
	1007	7108		CC1007	90-DEGREE ELBOW (8")	EA	1.00		
	1007	7120		CC1007	6IN X 8IN TEE FITTING M.J.	EA	1.00		
WATER SYSTEM TOTAL =									

OLD ALICE BASE BID TOTAL =									
-----------------------------------	--	--	--	--	--	--	--	--	--



**ADDENDUM
ACKNOWLEDGEMENT FORM**

OLD ALICE ROAD – PROJECT (CSJ: 0921-06-290, etc.)

Title of Project

BID # 260402

Receipt of the following Addendum is acknowledged:
Failure to acknowledge an addendum may result in a Respondent being deemed non-responsive.

Addendum no. _____ Date: _____

Addendum no. _____ Date: _____

Addendum no. _____ Date: _____

Addendum no. _____ Date: _____

FINAL ADDENDUM TO BE RELEASED BY CAMERON COUNTY NO LATER THAN

May 26, 2026 BEFORE 4:00P.M.

Signature: _____ Date: _____

Title _____

Name of Firm

THIS FORM MUST BE RETURNED WITH YOUR BID PACKAGE



SIGNATURE FORM

The undersigned, on behalf of and as the authorized representative of Respondent, agrees this Bid submittal becomes the property of Cameron County after the official opening.

The undersigned affirms the Respondent has familiarized itself with the local conditions under which the work is to be performed; satisfied itself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a Proposal.

The undersigned agrees, on behalf of Respondent, that if this Proposal is accepted, to furnish all materials and services upon which price(s) are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be ninety (90) calendar days.

The undersigned affirms that they are duly authorized to execute this contract, that this Proposal has not been prepared in collusion with any other Respondent, nor any employee of Cameron County, and that the contents of this Proposal have not been communicated to any other Respondent or to any employee of Cameron County prior to the official opening of this Proposal.

Respondent hereby assigns to Cameron County all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus . & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this solicitation.

Signature: _____

Legal Name of Company

Date

Street Address

Printed Name of Authorized Representative

County, State and Zip

Title of Authorized Representative

Telephone Number

Fax Number

E-Mail Address

AFTER HOURS EMERGENCY CONTACT:

Name: _____

Tel. No. _____

THIS FORM MUST BE SIGNED & MUST BE RETURNED WITH BID.

DEFICIENCIES AND DEVIATIONS FORM

Following is a listing of ALL deficiencies and deviations from the requirements as outlined in this Bid solicitation. Unless specifically listed, your response will be considered to be in FULL compliance with this Bid solicitation. Bidder assumes the responsibility of identifying all deficiencies and deviations and if not identified, all requirements of this bid submittal stipulated must be fulfilled at no additional expense to Cameron County.

Bidder Name: _____

Address _____

(County/State/Zip)

Signature _____

Telephone _____ Date _____

THIS FORM MUST BE SIGNED & MUST BE RETURNED WITH BID.

BIDDER'S STATEMENT OF ORGANIZATION

1. Full Name of Business Concern (Proposer):

Principal Business Address:

2. Principal Contact Person(s):

Please provide all State of Texas Licenses which will apply to this services: _____

3. Form of Business Concern (Corporation, Partnership, Joint Venture, Other):

If a corporation, in what state incorporated: _____

Date Incorporated: _____

Month Day Year

If a Joint Venture or Partnership, date of Agreement(s): _____

If a subsidiary, name of guarantor: _____

4. Provide names of partners or offices as appropriate and indicate if the individual has the authority to sign in name of Proposer. Provide proof of the ability of the individuals so named to legally bind the Proposer.

Name	Address	Title
_____	_____	_____

5. List all firms participating in this project (including prime contractors, subcontractors, etc.):

Name	Address
<u>1.</u>	_____
<u>2.</u>	_____
<u>3.</u>	_____
<u>4.</u>	_____

6. Outline specific areas of responsibility for each firm listed in Question 5.

1.

2.

3.

4.

7. Identify the provisions of any agreement between parties which assigns legal or financial liabilities or responsibilities:

_____ If responding firm(s) are a partially or fully owned subsidiary of another firm, or share common ownership with another firm, please identify the firms and relationships.

THIS FORM MUST BE RETURNED WITH YOUR BID

COMPLIANCE WITH FEDERAL AND STATE LAWS

CERTIFICATION OF ELIGIBILITY

By submitting a Bid in response to this solicitation, the Bidder certifies that at the time of submission, they are not on the Federal Government's list of suspended, ineligible, or debarred entities.

In the event of placement on the list between the time of Bid submission and time of award, the Bidder will notify the Cameron County Purchasing Agent. Failure to do so may result in terminating this contract for default.

RELATING TO STATE CONTRACTS WITH AND INVESTMENTS IN COMPANIES THAT BOYCOTT ISRAEL AND INVESTMENTS IN COMPANIES THAT DO BUSINESS WITH IRAN, SUDAN, OR ANY KNOWN FOREIGN TERRORIST ORGANIZATIONS.

Bidder verifies that they do not boycott Israel and will not boycott Israel in accordance with Texas Government Code Section 2270.001(2) during the term of this contract. Bidder further verifies pursuant to Texas Local Government Code Section 2252.152 that they are not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

DISCLOSURE OF INTERESTED PARTIES

The law states that a governmental entity may not enter into certain contracts with a nonexempt business entity unless the business entity submits a disclosure of interested parties to the governmental entity. By submitting a Bid in response to this solicitation, the Bidder agrees to comply with HB 1295, Government Code 2252.908. Bidder agrees to provide Cameron County Purchasing Agent, and/or requesting department, the "Certificate of Interested Parties," Form 1295 as required, within ten (10) business days from notification of pending award, renewal, amended or extended contract.

VENDOR IS EXEMPT FROM CERTIFICATION REGARDING ENERGY COMPANIES AND FIREARM ENTITIES OR FIREARM TRADE ASSOCIATIONS:

Vendor is a sole proprietorship OR is a non-profit entity OR Vendor is a company that does NOT have 10 or more full-time employees AND/OR this contract does NOT have a value of \$100,000.00 or more that is to be paid wholly or partly paid from public funds of the governmental entity.

If the Vendor Cannot Certify that it is EXEMPT as Above, Vendor Must Certify as

Follows: Vendor is NOT EXEMPT and Certifies as follows:

Boycott of Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature S. B. 13), Vendor verifies that it does not boycott energy companies and will not boycott energy companies during the term of the above-described contract. "Boycott energy company" is defined in Section 809.001(1) (added by 87th Legislature, S. B. 13) and means, without an ordinary business purpose, 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 with a company because the company: (A) 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 (B) does business with a company described by subsection (A).

COMPLIANCE WITH FEDERAL AND STATE LAWS

Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Governmental Code (added by 87th Legislature, S. B. 19), Vendor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the above-described contract] against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3) {added by 87th Legislature, S. B. 19} and means, with respect to the entity or association, to (i) 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; (ii) 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 (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term *does not include*: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) 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: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) 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.

Vendor Hereby Certifies (Mark Applicable Certification):

_____ Vendor is EXEMPT from Certification as set out above.

_____ Vendor is NOT EXEMPT from Certification as set out above, and Vendor Certifies that it does not and will not Boycott Energy Companies and that it does not and will not engage in prohibited Discrimination against Firearm Entities or Firearm Trade Associations.

Signature **X**: _____ Date: _____

Vendor Name: _____

Contact Person: _____

Telephone: _____

Email: _____

THIS FORM MUST BE SIGNED & MUST BE RETURNED WITH BID

Bid Title _____ Bidders Name _____ Date: _____

VENDOR REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this bid.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address: _____

Contract Period: _____ Scope of Work _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address: _____

Contract Period: _____ Scope of Work _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address: _____

Contract Period: _____ Scope of Work _____

THIS FORM MUST BE RETURNED WITH YOUR BID

AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully checked and are submitted as correct and final and if bid is accepted (within 90 days unless otherwise noted by vendor), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

STATE OF TEXAS
COUNTY OF CAMERON

BEFORE ME, the undersigned authority, A Notary Public in and for the State of Texas, on this day personally appeared

who, after having first been duly sworn, upon oath did depose and say;
That the foregoing bid submitted by _____

hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder. The bidder is not a member of any trust, pool, or combination to control the price of products or services bid on, or to influence any person to bid or not to bid thereon. I further affirm that 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 discounts, trip, favor, or service to a public servant in connection with the submitted Bid. The contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Name and Address of Bidder:

Telephone number _____
Fax number _____

Signature
Name: _____

Title: _____

SWORN TO AND SUBSCRIBE BEFORE ME THIS _____ day of _____,
20_____.

Notary Public in and for the State of Texas

THIS FORM MUST BE RETURNED WITH YOUR BID

NON-COLLUSION STATEMENT

CAMERON COUNTY EXPRESSLY REQUESTS THAT BIDDERS / PROPOSERS NOT DISCUSS THIS ENGAGEMENT OR THIS BIDDER'S / PROPOSER'S PLANS, EXPERIENCE OR CREDENTIALS WITH OTHER BIDDERS / PROPOSERS OR ANY MEMBER OF COMMISSIONERS' COURT, ANY COUNTY OFFICIAL, OR ANY EVALUATION COMMITTEE MEMBER APPOINTED BY COMMISSIONERS COURT. EXCLUDED ARE PRE-BID OR PRE-PROPOSAL CONFERENCES, EVALUATION COMMITTEE SCHEDULED VENDOR PRESENTATIONS OR VENDOR INTERVIEWS, OR EVALUATION COMMITTEE SCHEDULED EQUIPMENT OR SERVICES DEMONSTRATIONS. YOU MAY CONTACT THE PURCHASING AGENT /PURCHASING DEPARTMENT AT ANY TIME.

FROM BID OPENING DATE THROUGH COMMISSIONERS COURT MEETING FOR SELECTION, VENDORS SHALL NOT APPROACH THE COUNTY JUDGE OR COMMISSIONERS TO DISCUSS MATTERS PERTAINING TO THIS BID.

- 01. Has any individual with the firm submitting this Proposal/Bid/Response made any contact with any member of Commissioners Court, any County Official, or an Evaluation Committee member concerning this Invitation to Bid/RFP/RFQ, other than questions to the Assistant County Auditor/Purchasing Officer?

- 02. Has any individual with the firm submitting this Proposal/Bid/Response made any contact with any other Bidder or Proposer concerning this Invitation to Bid/RFP/RFQ?

Signature of person submitting this Bid

Date

THIS FORM MUST BE RETURNED WITH YOUR BID

ORDER NO. 2007O2005

THE STATE OF TEXAS §
COUNTY OF CAMERON §

ORDER ADOPTING CONTRACTING RULES FOR PERSONS INDEBTED TO COUNTY

WHEREAS, pursuant to V.T.C.A., Local Government Code, Section 262.0276, a commissioner’s court is authorized to adopt rules permitting a county to refuse to enter into a contract or other transaction with a person indebted to the county;

WHEREAS, the Commissioners Court of Cameron County finds it is in the best interest of Cameron County to adopt such rules;

NOW THEREFORE, BE IT ORDERED by the Commissioners Court of Cameron County, that the following rules be adopted regarding Cameron County and persons interested in doing business with Cameron County:

- 1. Cameron County may refuse to enter into a contract or other transaction with a person with a past due debt to Cameron County, including delinquent ad valorem taxes, even if the person is the lowest bidder or successful proposer; and
2. For purposes of this Order, a debt is past due if it is not received in the County Treasurer’s Office by the due date in a written agreement or notice, and ad valorem taxes are past due if not received in the County Tax Assessor/Collector’s Office by February 1st following the January 1st on which the ad valorem taxes are due.
3. For purposes of this Order, a person includes an individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, limited liability company, and any other entity that proposes or otherwise seeks to enter into a contract or other transaction with Cameron County requiring approval by the Commissioners Court.

ADOPTED this 13 day of March, 2007.

01. Is the person or the firm submitting this Bid current with all local and State taxes?

Signature of person submitting this Bid

Date

THIS FORM MUST BE RETURNED WITH YOUR BID

Certification Regarding Debarment & Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid/proposal and/or application 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, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature: _____

Print Name: _____

Title: _____

Telephone Number: _____

Date: _____

If the Bidder / Proposer is unable to certify to all of the statements in this Certification, such Bidder / Proposer should attach an explanation to this Bid / Proposal.

THIS FORM MUST BE RETURNED WITH YOUR BID

SWORN STATEMENT ON DEBARMENT

This SWORN statement is submitted with project number _____

By: _____
(PRINT INDIVIDUALS NAME AND TITLE)

For: _____
(PRINT NAME OF ENTITY SUBMITTING SWORN STATEMENT)

whose business address is:

CITY STATE ZIP VOICE PHONE

and if applicable its Federal Employee Identification Number (FEIN) is: _____

(INDICATE WHICH STATEMENTS APPLY)

_____ Neither the entity submitting this SWORN statement, nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime.

_____ The entity submitting this SWORN statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity **HAS BEEN CHARGED WITH AND CONVICTED OF A PUBLIC ENTITY CRIME.**

_____ The entity submitting this SWORN statement is not present on any Federal list of debarred contractors, nor been debarred from any other type of contracting.

AUTHORIZED SIGNATURE

(Printed Name) (Title)

Sworn to and subscribed before me this _____ day of _____, _____.

Personally known _____ OR Produced identification _____
SHOW TYPE OF IDENTIFICATION

Notary Public State of _____, County of _____ My commission expires _____

(PRINTED/TYPED/ OR STAMPED COMMISSIONED NAME OF NOTARY PUBLIC)

Architects, Engineers, Construction

The applicant certifies, to the best of his or her knowledge and belief, that the information noted below for it and its principals are accurate:

- a. List all previous law suits with Public entities and the results of such suits over the past 7 years.

- b. List all projects that have exceeded Budget, what % over budget and why – over the past 5 years.

- c. List all projects that have exceeded the project completion due date, how many days over and why – over the past 5 years.

Signature: _____

Print Name: _____

Title: _____

Telephone Number: _____

Date: _____

If the Bidder / Proposer is unable to certify to all of the statements in this Certification, such Bidder / Proposer should attach an explanation to this Bid / Proposal.

THIS FORM MUST BE RETURNED WITH YOUR BID

(attach pages if necessary due to space limitations)

Company Name: _____

Please answer each individual question. If it does not pertain to your company, please write "N/A" and sign at the bottom of page

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>OFFICE USE ONLY</p> <hr/> <p>Date Received</p>
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p>_____</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>	
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>	
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>	
<p>7</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity Date</p>	

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

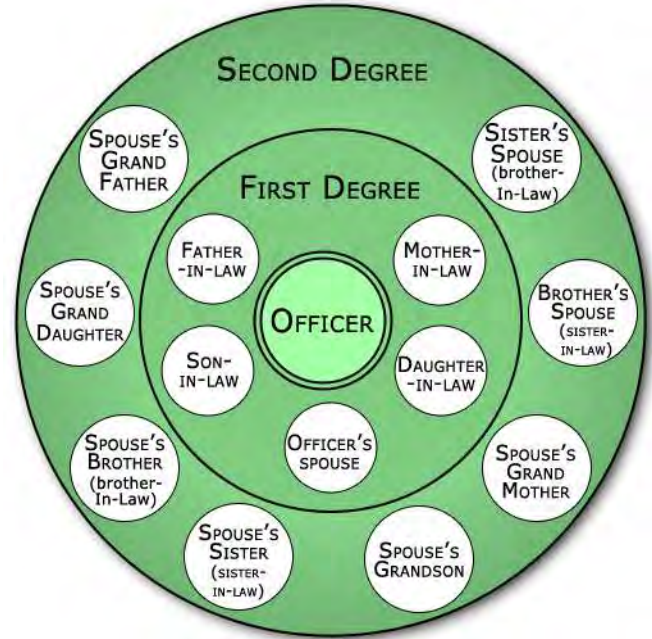
THIS FORM MUST BE RETURNED WITH YOUR BID

NEPOTISM CHART

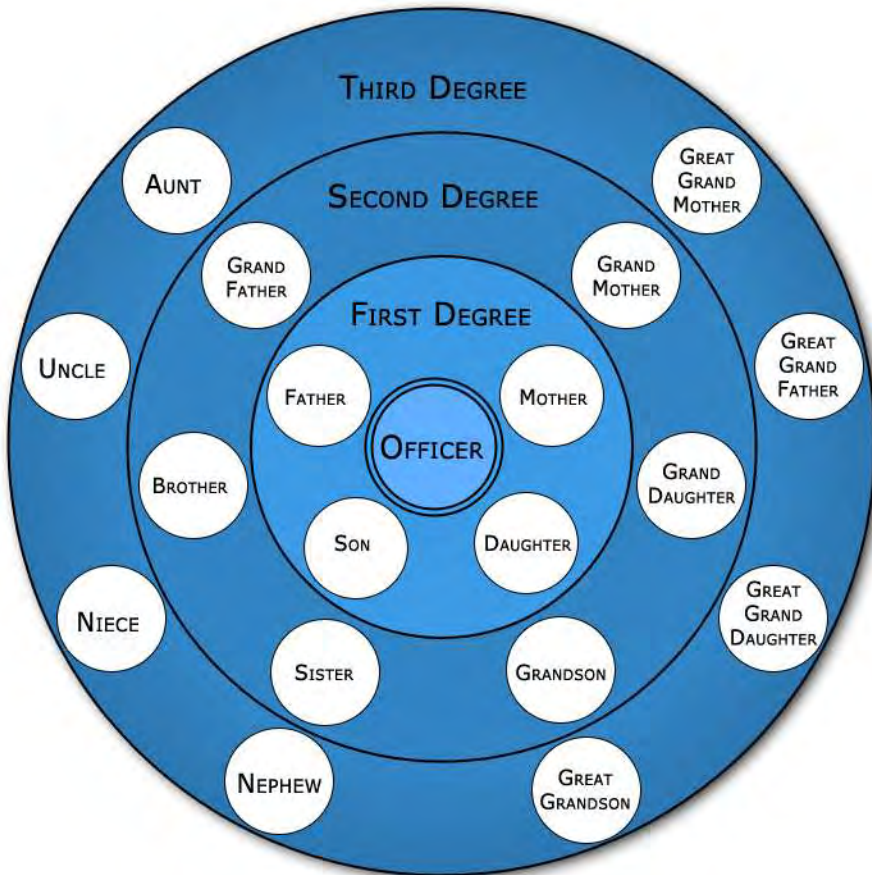
The chart below shows

- **Affinity Kinship** (relationship by marriage)
- **Consanguinity Kinship** (relationship by blood) for purposes of interpreting nepotism as defined in VTCA Government Code, Chapter 573, §§573.021 - .025

AFFINITY KINSHIP Relationship by Marriage



CONSANGUINITY KINSHIP Relationship by Blood



DISCLOSURE OF INTERESTS

MUST BE FILLED OUT AND SUBMITTED WITH THE BID/RFP/RFQ
IF DISCLOSING: BIDDER / PROPOSER MUST ALSO FILE WITH THE COUNTY CLERK’S OFFICE
THE PURCHASING DEPT. WILL NOT BE FILING ON THE BIDDER’S BEHALF

Cameron County, Texas requires all persons or firms seeking to do business with the County to provide the following information. Every question must be answered. If the question is not applicable, answer with “N/A.” By law this questionnaire must be filed with the records administrator (County Clerk’s Office) of the local government.

Date _____

FIRM NAME: _____

ADDRESS: _____

FIRM is: 1. Corporation () 2. Partnership () 3. Sole Owner ()
 4. Association () 5. Other () _____

DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each “employee, elected official, or member of Commissioners Court” of Cameron County having Substantial Interest in Business Entity Local Govt. Code §171.002 (use box below)

a) For purpose of this chapter, a person has a substantial interest in a business entity if :

- (1) the person owns 10 percent or more of the voting stock or shares of the business entity or owns either 10 percent or more or \$15,000 or more of the fair market value of the business entity; or
- (2) funds received by the person from the business entity exceeds 10 percent of the person’s gross income for the previous year.

b) A person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more.

c) A local public official is considered to have a substantial interest under this section if a person related to the official in the first degree by consanguinity or affinity, as determined under Chapter 573, Government Code, has a substantial interest under this section. ***Please write “N/A” in the boxes if non-applicable***

Name	Title	Department

CERTIFICATE

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to Cameron County as changes occur.

Certifying Person: _____ Title: _____ (Type or Print)

Signature of Certifying Person: _____ Date: _____

THIS FORM MUST BE RETURNED WITH YOUR BID



HOUSE BILL 89 VERIFICATION (REVISED)

I, _____,
[Person Name]

the undersigned representative of _____
[Company or Business Name]

(hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, does hereby depose and verify that the Company named above, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter §2270:

- 1. Does not currently boycott the country of Israel; and
- 2. Will not boycott the country of Israel during the term of the contract with Cameron County, Texas.

Signature: _____

Date: _____

Pursuant to Section §2270.001, Texas Government Code:

- 1. *“Boycott Israel” 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; and*
- 2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*
- 3. *Pursuant to Section §2270.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criterion under Section §2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response. (HB 793 – exemptions).*

EXEMPTIONS APPLY TO THE FOLLOWING:

- between a governmental entity and a company with less than 10 full-time employees*
- has a value of less than \$100,000 paid wholly or partly from public funds of the governmental entity*

THIS FORM MUST BE RETURNED WITH YOUR BID

Please attach the 1295 Form

**See link below to login to
Texas Ethics Commission website**

[1295 Filing Info](https://www.ethics.state.tx.us/filinginfo/1295/)

<https://www.ethics.state.tx.us/filinginfo/1295/>

THIS FORM MUST BE RETURNED WITH YOUR BID

TEXAS OPEN RECORDS ACT AND CONFIDENTIALITY

All materials submitted to Cameron County, Purchasing Department pursuant to this Invitation for Bid/Request for Proposals/Statement of Qualifications become subject to the mandates of the Texas Open Records Act, Government Code, Chapter 552, Subchapter A, §§552.009; Subchapter D, §§552.205; and Subchapter F, §§552.261 through 552.274. The purpose of this Act is to ensure and facilitate the public's right of access to and review of government records so they may efficiently and intelligently exercise their inherent political power. Almost all "records," as that term is defined in the Act, may be disclosed to the public upon request. Except where specific state or federal statutes create a confidential privilege, persons who submit information to public bodies have no right to keep this information from public access or reasonable expectation that this information will be kept from public access.

If you believe that any of the information you have submitted to the County pursuant to this Request for Proposals is **confidential** under a specific state or federal statute and therefore not subject to the public access, *you must comply with the following:*

- C. Place said documents/records in a separate envelope marked "**Confidential**" **DO NOT** label your entire response to the Bid/Request for Proposals/Statement of Qualifications as "Confidential" – label only those portions of the response that you feel are made confidential by state or federal law as "Confidential." If only a portion of a document is confidential, please identify specifically the portions of the document you are claiming are confidential. Under the State of Texas Open Records Act, the County is obligated to produce documents for public inspection even if the documents contain a portion which is confidential but can redact the confidential parts.
- D. For each such document for which you are claiming a confidential privilege, identify the federal and/or state law that creates said privilege, e.g., for trade secrets.

Should an Open Records request be presented to the County requesting information you have identified as "Confidential," you will be responsible for defending your position in the Court where the proceeding is filed, if needed.

If you fail to identify any records submitted as part of your Bid/Request for Proposals/Statement of Qualifications as "Confidential" by placing them in the "Confidential" envelope AND you fail to identify the specific state or federal law creating said privilege, you are irrefutably agreeing that said records are not confidential and are subject to public access.

GENERAL TERMS & CONDITIONS
(Requests for Bids (RFB))

ADDENDA: If RFB specifications, terms or conditions are revised, the Cameron County Purchasing Department will issue an addendum addressing the nature of the changes and notify interested potential bidders. Bidders must acknowledge receipt and consideration of any such changes by signing the addendum and including it in the package containing the Bidder's submittal.

ADVERTISING: Unless otherwise required by law, bidders responding to County RFBs shall not publish and shall keep confidential their intentions and actions respecting any response to the RFB.

AWARD: Cameron County may hold RFB responses until award is made. Cameron County reserves the right to reject any or all responses to RFBs. Cameron County reserves the right to award a contract, if any, based on the bidder's response when compared to the EVALUATION CRITERIA (AS STATED IN THE RFB) and, in accordance with the laws of the State of Texas, reserves the right to waive any formality or irregularity, to make awards to more than one bidder. Commissioners Court reserves the right to determine the method and procedures for the final award of the bid at any time they may choose, regardless of the Point System used by the Evaluation Committee.

BONDS: If the contract that may be entered into with the County will likely require a performance and payment guarantee or bond, the Purchasing Department will attach a separate page to the RFB explaining those requirements. Additionally, the successful bidder shall be required to provide a one year Maintenance Bond for the improvements installed as part of this work, as provided in the Special Provisions of the Agreement.

CANCELLATION AND TERMINATION: In any contract resulting from the RFB, the County shall have the right to cancel all or any part of the undelivered portion of the contract if (1) Bidder breaches any of the terms hereof, including, but not limited to, applicable warranties, and/or the (2) Bidder becomes insolvent or files for bankruptcy. Such right of cancellation is in addition to, and not in lieu of, any other remedies which the County may have in law or equity. Cancellation of work hereunder shall be effected by the delivery of a "Notice of Cancellation of Undelivered Work" specifying the extent to which performance of work, including all goods and services, under the contract is cancelled and the date upon which such cancellation becomes effective.

The performance of work under any resulting contract may be terminated in whole, or in part, by the County in accordance with this provision. The County shall have the right to terminate all or any part of the contract if (1) the Bidder breaches any of the terms hereof, including, but not limited to, applicable warranties, and/or (2) Bidder becomes insolvent or files for bankruptcy. Such right of termination is in addition to, and not in lieu of, any other remedies which the County may have in law or equity. Termination of work hereunder shall be affected by the delivery of a "Notice of Termination" specifying the extent to which performance of work, including all goods and services, under the contract is terminated and the date upon which such termination becomes effective.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by mutual consent of the Bidder and the County.

CONTRACT RENEWALS: Contract Renewals must receive Commissioners Court approval. For contract renewal status and information, please contact Elisa Cisneros at 956-982-5405 e-mail: Elisa.Cisneros2@co.cameron.tx.us Cameron County Purchasing Dept. or Dylbia Jeffries 956-550-1340 djefferies@co.cameron.tx.us at the Cameron County Civil Legal Division. Any price escalations are limited to those stated by the original contract terms. All contracts with a one (1) year renewal option require that the Bidder must notify Cameron County of any anticipated price increases in writing at least three months (90 calendar days) prior to the annual renewal award date unless otherwise specified within the specific provisions of the contract up for renewal. This allows the County sufficient time to find an alternative vendor, if possible. If Bidder fails to notify the County within time noted it shall be assumed that there will be no price increase for the following year's award period if renewed. This procedure does not apply to any contract which allows for Open Market Price increases or Cost allowance increases.

DISCRIMINATION: In order to encourage fair employment practices, the Bidder agrees as follows: 1.) Bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; 2) in all solicitations or advertisements for employees, the Bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; 3) the Bidder will furnish such relevant information and reports as requested by the County for the purpose of determining compliance with these regulations; and 4) failure of the Bidder to comply with these laws will be deemed a breach of contract and it may be cancelled, terminated or suspended in a whole or in part as a result thereof.

DISQUALIFICATION OF BIDDER: Upon submitting a response to this RFB, Bidder certifies that the Bidder has not violated the antitrust laws of this state codified in Texas Business and Commerce Code 15.01, *et seq.*, as amended, or the federal antitrust laws, and has not communicated directly or indirectly its RFB considerations, plan or response to any competitor or any other person engaged in such line of business. Any and all responses may be rejected if the County believes that collusion exists among the Bidders. If multiples are submitted by a Bidder and, after all responses to the RFBs are opened one or more of the responses are withdrawn the result will be that all of the responses submitted by that Bidder will be withdrawn; however, nothing herein prohibits a Bidder from submitting multiples for different products or services.

EVALUATION: All responses will be evaluated in accordance with law and reviewed to assure they are in the best interest of Cameron County. Evaluations shall be based on criteria bearing on price, and performance of the items or services in the user environment. Any specific criteria section or sections identified elsewhere in the RFB response may be evaluated by one or more evaluators once the basis and details of this process have been approved by the Purchasing Officer and acknowledged by the Evaluation Committee. Detailed information pertaining to this selective evaluation process is available to Bidders and the Commissioners Court upon request. Evaluation sheets and any summary of all responses are subject to review by the Cameron County Purchasing Department and Evaluation Committee's recommendation to Cameron County Commissioners Court. Compliance with all RFB requirements, delivery terms and needs of the using department are considerations in evaluating responses. Pricing is NOT the only criterion for making a recommendation (see criteria and relative importance of price and other evaluation factors, if any, specified elsewhere in this RFB). The Cameron County Purchasing Department reserves the right to contact any Bidder, at any time, to clarify, verify or request information with regard to that Bidder's response.

PROTEST PROCEDURES: Procedure - This protest procedure is available to Bidders responding to this RFB and requesting a debriefing conference.

Debriefing Conference – A debriefing conference must be requested in writing to the Purchasing Department within five (5) business days from the date of the RFB award by the Cameron County Commissioners' Court. Debriefing questions must be submitted in writing to the Purchasing Department no later than two (2) business days before the scheduled date for the Debriefing Conference. These questions will be answered at the debriefing conference. Follow-up questions must be submitted (in writing) no later than one (1) business day after the date of the Debriefing Conference and answered no later than two (2) business days after the date of the Debriefing Conference. Follow-up answers will be sent via e-mail or fax (if e-mail not available). For RFBs, Bidders are given the opportunity to ask questions of the Evaluation Committee relative to their responses and the Committee's scores.

Protests are made: 1. To the Purchasing Department after the debriefing conference. Bidder protests shall be received, in writing, by the Purchasing Department within five (5) business days after the debriefing conference. 2. To the Protest Committee, only after the protest to the Purchasing Department was not satisfactorily resolved. Protests to the Protest Committee shall be made within five (5) business days after the Bidder has received notification from the County Purchasing Department of its decision.

Format and Content - Protesting Bidders shall include, in their written protest to the Cameron County Purchasing Department, all facts and arguments upon which they rely. Bidders shall, at a minimum, provide:

Grounds for protest – 1. Errors were made in computing the score. 2. The County failed to follow procedures established in the Bid, the Purchasing policy: Acquisition or applicable state or federal laws or regulations. 3. Bias, discrimination or conflict of interest on the part of an evaluator. Protests not based on these criteria shall not be considered.

Format and Content - Protesting vendors shall include, in their written protest to the Cameron County Purchasing Department, all facts and arguments upon which they rely. Vendors shall, at a minimum, provide: 1. Information about the protesting vendor; name of firm, mailing address, phone number and name of individual responsible for submission of the protest. 2. Information about the acquisition and the acquisition method. 3. Specific and complete statement of the County's action(s) protested. 4. Specific reference to the grounds for the protest. 5. Description of the relief or corrective action requested. 6. For protests to the Commissioners Court, a copy of the Purchasing Department's written decision on the protest.

Review Process – 1. Upon receipt of a vendor protest, the Purchasing Department shall postpone further steps in the acquisition process until the vendor protest has been resolved. 2. The Department's internal protest review procedures consist of the following: a) The Purchasing Department shall perform an objective review of the protest by individuals not involved in the acquisition protested. The review shall be based on the written protest material submitted by the vendor. b) A written decision will be delivered to the vendor within five business days after receipt of the protest, unless more time is needed. The protesting vendor shall be notified if additional time is necessary.

Final Determination - The final determination shall 1. Find the protest lacking in merit and uphold the agency's action; or 2. Find only technical or harmless errors in the agency's acquisition process conduct, determine the agency to be in substantial compliance, and reject the protest; or 3. Find merit in the protest and provide the agency options which may include a) Correct its errors and reevaluate all proposals, and/or b) Reissue the vendor solicitation document; or c) Make other findings and determine other courses of action as appropriate.

Commissioners Court Review Process - Protests to the Commissioners Court may be made only for Commissioners Court approved acquisitions, and only after review by the County Purchasing Department. Protests of the decisions of County Purchasing Department shall be made by letter to the County Judge, Commissioners Court, who may establish procedures to resolve the protest. Protests shall be received by the County Judge, Commissioners Court, within five business days after the decision of the Purchasing Department in order to be considered. The resulting decision is final, with no further administrative appeal available.

FISCAL FUNDING: A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include a "fiscal funding out" clause. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the Bidder from the using department without penalty of any kind or form to Cameron County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the Bidder.

GRATUITIES AND PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS: Any elected or appointed official who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the County, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body is also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Attached and included in this RFB is a disclosure of all of this Company's business or pecuniary financial relationships with officers or employees of Cameron County or County entities (if any such relationships exist) which must be filled out, attached and included with the RFB response. The County may, by written notice to the Bidder, cancel this contract without liability to Bidder if it is determined by County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Bidder, or any agent, or representative of the Bidder, to any officer or employee of Cameron County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performance of such a contract. In the event this contract is cancelled by County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the costs incurred by Bidder in providing such gratuities. Consistent and continued RFB responses that end in a tie could cause rejection of any RFB response by the County and/or investigation for Anti-Trust violations. Bidder guarantees that he has not retained a person to solicit or secure any contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Bidder for the purpose of securing business.

LOCAL BIDDER'S PRINCIPAL PLACE OF BUSINESS - 3% PREFERENCE: (consideration of location) This local preference consideration is allowable for Equipment and Supplies but not allowed for Services and Construction related requests. The County Commissioner's Court may award to the lowest Bidder or the Bidder whose principal place of business is within Cameron County if the Commissioner's Court determines, in writing, that the local Bidder offers the County the best combination of contract price and additional economic development opportunities for Cameron County created by the contract award, including the employment of residents of Cameron County and increased tax revenues to Cameron County. This option exists only within 3% of the lowest price. In order to provide the County Commissioners Court adequate information in considering this option, the Bidder should submit with each bid response the following information for Commissioners Court's review with all information requested complete with detailed, current and quantifiable numeric data:

1. Where is your principal place of business (Business Headquarters) City, County, State, Signature of Bidder, Title, Date? Along with this information, submit information with responses to the following questions:

a.) Why and how Bidder believes that the local Bidder offers the County additional economic development opportunities for Cameron County created by the contract award?

b.) How will award to local Bidder benefit the employment of residents of Cameron County?

c.) How many employees does Bidder employ within Cameron County and how many employees are affected financially by award/purchase?

d.) How will award to local Bidder increased tax revenues to Cameron County?

This information should be provided and updated with each bid response submitted to the County. If Bidder is local and within 3% of the lowest bid price, this information will be submitted to Commissioner's Court along with tabulation sheet. There has been no mandatory requirement or Policy established by Commissioners Court which requires submitting answers to these questions or attending Commissioners Court meetings for the awarding of RFBs relative to the 3% local preference, however individual Commissioners may or may not have preferences (relative to these issues) when making their decision. This paragraph will be revised upon policy change made by Commissioners Court.

INSURANCE: The Bidder shall secure and maintain, throughout the duration of the Contract, insurance of such types and in such amounts as may be necessary to protect the Bidder and the interests of the County against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the insurer, shall be acceptable to the County. It shall be the responsibility of the Bidder to maintain adequate insurance coverage at all times. Failure of the Bidder to maintain adequate coverage shall not relieve the Bidder of any contractual responsibility or obligation.

MAINTENANCE: Maintenance required for equipment requested in RFBs should be available in Cameron County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If Cameron County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

MATERIAL SAFETY DATA SHEETS: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a Bidder must provide to the County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Bidder to furnish this documentation will be cause to reject any bid applying thereto.

NAME BRANDS: Specifications may reference name brands and model numbers. It is not the intent of Cameron County to restrict responses to RFBs in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard common to similar existing items. Bidders may offer items of equal stature and standard, but the burden of proof of such stature and standard rests with Bidders. Cameron County shall act as sole judge in determining equality and acceptability of products offered.

PRICING: Prices for all goods and/or services shall be firm for the duration of the contract and shall be stated on the Pricing/Delivery Information form. Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the term of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight,

drayage and other charges are to be prepaid by the Bidder and included in the price. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, Bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

RECYCLED MATERIALS: Cameron County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. County will be the sole judge in determining product preference application.

SCANNED RE-TYPED RESPONSE: If in its RFB response, Bidder either electronically scans, re-types, or in some way reproduces the County's published RFB package, then in event of any conflict between the terms and provisions of the County's published RFB specifications, or any portion thereof, and the terms and provisions of the — RFB response made by Bidder, the County's RFB specifications as published shall control. Furthermore, if an alteration of any kind to the County's published RFB specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

SILENCE OF SPECIFICATIONS: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. The manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item needed in the RFB. Substitute items will not be accepted unless approved (in advance).

SUPPLEMENTAL MATERIALS: Bidders are responsible for including all pertinent product data in the returned RFB package. Literature, brochures, data sheets, specification information, completed forms requested as part of the — RFB package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the Bidder wishes to include as a condition of an RFB response, must also be in the returned in the RFB response package. Failure to include all necessary and proper supplemental materials may be cause to reject the Bidder's entire RFB.

TITLE TRANSFER: Title and Risk of Loss of goods shall not pass to Cameron County until Cameron County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this RFB package and/or on the Purchase Order as a "Deliver To:" with the address.

USAGE REPORTS: Cameron County reserves the right to request, and receive at no additional cost up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this RFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Cameron County department with a description, of each item purchased, including the manufacturer, quantity of each item purchased, the per unit and extended price of each item purchased, and the total amount and price of all items purchased.

WARRANTY PRICE: (a) The price to be paid by the County shall be that contained in Bidder's response to the RFB which Bidder warrants to be no higher than Bidder's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Bidder breaches this warranty, the prices of the items shall be reduced to the Bidder's current prices on orders by others, or in the alternative, County may cancel this contract without liability to Bidder for breach or Bidder's actual expense.

(b) The Bidder warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Bidder for the purpose of securing business. For breach or violation of this warranty, the County shall have the right in addition to any other right or rights to cancel this contract without

liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

Bidders shall furnish all data pertinent to warranties or guarantees which may apply to items in the RFB.

Bidders may not limit or exclude any implied warranties.

Bidder warrants that products sold and services provided to the County shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and O.S.H.A. Act of 1970. In the event any product does not conform to OSHA Standards, where applicable, Cameron County may return the product for correction or replacement at the Bidder's expense. If Bidder fails to make the appropriate correction within a reasonable time, Cameron County may correct at the Bidder's expense.

WARRANTY ITEMS/PRODUCTS: Bidder warrants that products sold and services provided to the County shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and O.S.H.A. Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Cameron County may return the product for correction or replacement at the Bidder's expense. If Bidder fails to make the appropriate correction within a reasonable time, Cameron County may correct at the Bidder's expense.

Bidder shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the County.

Bidder warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the RFB invitation and to the sample(s) furnished by Bidder, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern. All items must be new, in first class condition, unless otherwise specified. The design, strength, and quality of materials must conform to the highest standards of manufacturing practice.

Items supplied under this contract shall be subject to the County's approval. Successful Bidder shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Any items found defective or not meeting specifications shall be picked up and promptly replaced by the successful Bidder at no expense to the County.

SAFETY WARRANTY: As noted above, Bidder warrants that the products sold to County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, County may return the product for correction or replacement at the Bidder's expense. In the event Bidder fails to make the appropriate correction within a reasonable time, correction made by County will be at Bidder's expense. Have you attached the required warranty information to the RFB (if applicable)? "Yes" or "No"

APPLICABLE LAW

To the extent it is applicable, this agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning "the Uniform Commercial Code" as adopted in the State of Texas as effective and in force on the date of this agreement. Otherwise, Texas state and federal law shall apply.

ASSIGNMENT DELEGATION: No right, obligation or interest in this contract shall be assigned or delegated to another by Bidder without the written permission of the County. Any attempted assignment or delegation by Bidder shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

CONTRACT OBLIGATION: Cameron County Commissioners Court must award any resulting contract and the County Judge or other person authorized by the Cameron County Commissioners Court must sign the contract before it becomes binding on Cameron County or the Bidder. Department Heads are NOT authorized to sign agreements for Cameron County. Binding agreements shall remain in effect until all products and/or services covered by this RFB have been delivered and accepted and all contract requirements have been satisfied

ERRORS AND OMISSIONS: Errors and Omissions in the RFB or any provision herein described will not be construed as to relieve the Bidder of any responsibility or obligation requisite to the complete and satisfactory implementation, operation, and support of all obligations under any resulting contract.

FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly, or in part, to carry out its obligations under this RFB and any resulting contract, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely with the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

HOLD HARMLESS AGREEMENT: The successful Bidder, shall indemnify and hold Cameron County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from Bidder's performance. Bidder shall procure and maintain, with respect to the subject matter of this RFB, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover Bidder's liability as may arise directly or indirectly from work performed and goods or services sold and under the terms of this RFB. Certification of such coverage must be provided to the County upon request.

INFRINGEMENTS: There will be no warranty by County against infringements. As part of this contract for sales, Bidder agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. County makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall County be liable to Bidder for indemnification in the event Bidder gets sued on the grounds of infringement or the like. If Bidder is of the opinion that an infringement or the like will result, Bidder shall notify County to that effect in writing within two (2) weeks after the signing of this agreement. If County does not receive notice and is subsequently held liable for the infringement or the like, Bidder will hold County harmless. If Bidder in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void, except that County will pay Bidder the reasonable cost of Bidder's search as to infringement. The Bidder agrees to protect the County from claims involving infringement of patents or copyrights.

INDEMNIFICATION

BIDDER covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the County and the elected officials, employees, officers, directors, volunteers and representatives of the County, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the County directly or indirectly arising out of, resulting from or related to BIDDER'S activities under this contract, including any acts or omissions of BIDDER, any agent, officer, director, representative, employee, consultant or subcontractor of BIDDER, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of County, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT BIDDER AND COUNTY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE COUNTY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. BIDDER shall advise the County in writing within 24 hours of any claim or demand against the County or BIDDER known to BIDDER related to or arising out of BIDDER's activities under this contract and shall see to the investigation and defense of such claim or demand at BIDDER's cost. The County shall have the right, at its option and at its own expense, to participate in such defense without relieving BIDDER of any of its obligations under this paragraph.

INTERPRETATION PAROLE EVIDENCE: Unless a separate contract or addendum hereof is prepared and entered into following the award of this RFB to a successful bidder, this writing is intended by the parties as a final expression of the terms of this RFB and the general terms of any resulting contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term. Acceptance or acquiescence in a course of performance rendered under this RFB and any resulting contract shall not be relevant to determine meaning even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control, if applicable.

LATE RESPONSES: RFB responses must be received by the County before the hour and date specified. Responses received after the time and date specified will be disqualified and may be returned to sender. The County is not responsible for lateness or non-delivery of mail, delivered to wrong office, carrier, etc.

MODIFICATIONS: This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

O.S.H.A: Bidder must meet all Federal and State OSHA requirements.

REMEDIES: The successful Bidder and County agree that both parties have all rights, duties, defenses and remedies available under law.

RIGHT TO ASSURANCE: During the RFB process and any resulting contract, whenever a Bidder or the County in good faith has reason to question the other's intent to perform, demand may be made that the other party give written assurance of intent. In the event that a demand is made and no assurance is given within five (5) days, such failure may be treated as an anticipatory repudiation of the RFB and any resulting contract.

SEVERABILITY: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

VENUE: Both parties agree that venue for any litigation arising from this contract shall lie in Cameron County, Texas.

BIDDER SHALL CONFIRM ACCEPTANCE OF RFB TERMS: The Bidder shall specifically state acceptance of these terms and conditions as a basis for providing the County with a response to this RFB.

THESE TERMS INCORPORATED: These General Terms and Conditions shall be incorporated in the response to the RFB and any resulting contract. The Bidder shall specifically state acceptance of these terms and conditions as a basis for providing the County with a response to this RFB.

OTHER TERMS: The Bidder shall state any exceptions desired to these terms and conditions and may suggest alternate wording that addresses the intent of the term or condition. The County may accept or reject any suggestions in accordance with law.

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	Standard Federal Equal Employment Opportunity
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

CERTIFICATION TO NOT BOYCOTT ENERGY COMPANIES

Pursuant to Texas Government Code §809.051, 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 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 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 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

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

State of Texas Child Support Business Ownership Form

County: Cameron

Project Name: OLD ALICE ROAD

TxDOT CSJ: 0921-06-290, etc.

LG Project Number: BID #260402

Business Entity Submitting Bid: _____

Section 231.006, Family Code, requires a bid for a contract paid from state funds to include the names and social security number of individuals owning 25% or more of the business entity submitting the bid.

1. In the spaces below please provide the names and social security number of individuals owning 25% or more of the business.

Name	Social Security Number
_____	_____
_____	_____
_____	_____
_____	_____

2. Please check the box below if no individual owns 25% or more of the business.

() No individual own 25% or more of the business.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purpose of responding to a request for information from an agency operating under the provisions of Part A and D to Title IV of the Federal Social Security Act (42 USC Section 601-617 and 651-699).

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.

The information collected on this form will be maintained by Enter Local Government Name. With few exceptions, you are entitled on request to be informed about the information collected about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under Section 559.004 of the Government Code, you are also entitled to have information about you corrected that you believe is incorrect.

Signature

Date

Printed Name

IF THIS PROJECT IS A JOINT VENTURE,
ALL PARTIES TO THE JOINT VENTURE MUST PROVIDE A COMPLETED FORM.



ADVERTISEMENT AND INVITATION TO BID

Cameron County is requesting bids for construction of the OLD ALICE ROAD PROJECT (CSJ: 0921-06-290, etc.) **BID #260402** with a DEADLINE of 5/27/2026 at 3:00 P.M. C.S.T.

Your sealed submittals should contain the REFERENCE “ATTN: COMMISSIONERS COURT – SEALED BID – BID #260402 – OLD ALICE PROJECT” ON THE OUTSIDE OF YOUR RETURN ENVELOPE and addressed and sent to the County Purchasing Department at **Cameron County Courthouse, (Dancy Building) 1100 E. Monroe St., Basement Floor, Room # B17, Brownsville, TX. 78520.** on or before 3:00 P.M. C.S.T., May 27th 2026. Properly referenced and returned Bids will be opened at the same location at 3:01 P.M. C.S.T. (as per Purchasing Dept. time clock) on deadline due date. Bidders are invited to attend. Cameron County is an Equal Employment Opportunity Employer and expressly reserves the right to accept or reject any and all submittals and may waive formalities.

The work under this Contract shall be Substantially Complete Four Hundred and Eighty (480) working days after the initial notice to proceed (NTP). The Contractor will be allowed up to an additional ten (10) calendar days for Final Acceptance. The contract time includes the mobilization and materials procurement period. The complete list of estimated quantities is located in the bid tab.

The principal items of work are as follows: Roadway Items, Limestone Base, Asphalt Pavement, Drainage, Pavement Markings and Signing, Bridge Construction Item, Reinforcement Concrete Slabs, Pedestrian Items, and Wastewater and Water Systems.

All bidders interested in submitting a bid must be prequalified through TxDOT as an approved vendor. Bidders are required to submit the confidential questionnaire fourteen (14) days prior to the bid opening date. The contract will be awarded in accordance with all Bid Documents included but not limited to Item 2L Instruction to Bidders, Item 3L Award and Execution of Contract.

A Pre-bid Meeting will be held for this project on Wednesday, May 13th, 2026, at 3:00 P.M. C.S.T at San Benito Annex, Cameron County Department of Transportation. 1390 W. Expressway 83, San Benito, Texas 78586. The Pre-Bid Meeting is **NOT MANDATORY**, and prospective bidders do not have to attend to have their Bid opened.

Deadline for questions/clarifications will be on Tuesday, May 19th, 2026, at 5:00 P.M. C.S.T., (e-mail to purchasing@co.cameron.tx.us or by fax to 956-550-7219, attention to Roberto C. Luna, Purchasing Agent). The Final Addendum may be posted on May 26th, 2026.

Bids received after the above-mentioned date and time will not be considered and will be returned unopened. The Cameron County reserves the right to accept or reject all or any part of any bid, hold all bids for 120 days from the due date of receipt without actions, waive any technicalities or other informalities, require statements or evidence of bidder’s qualifications, including financial statements, and award the bid which best serves the Cameron County. Acceptance based on low bid and qualification of contractor. Award of bid shall be to the lowest responsible bidder as determined by the Commissioners Court of the Cameron County in its sole and absolute discretion.

Detailed specifications are available from Anthony Velazquez at 956-544-0871 of the County Purchasing Department or website – Bids & Specs. Tab <https://www.cameroncountytexas.gov/purchasing-bids-rfpq-addms-tabs/> Copies will be available online only.

At the time Bid Documents are obtained, Bidder must provide a working e-mail address, so as to receive any addenda or clarification issued by Cameron County.

Standard Specifications (Texas Department of Transportation “Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges”, 2024), which form an integral part of this Contract, are available online at the Texas Department of Transportation (TxDOT) website at [Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges \(txdot.gov\)](https://www.txdot.gov/standard-specifications-for-construction-and-maintenance-of-highways-streets-and-bridges).

NOTE: This project complies with federal regulations and guidelines.

BID REQUIREMENTS

Each Bid must be accompanied by a Bid Guarantee consisting of either a Bid Guarantee Check in the amount of at least five (5) percent of the Total Bid Amount or a Bid Bond (on the form provided) in the amount of at least five (5) percent of the Total Bid Amount. The Bid Guarantee Check must be a cashier’s check, money order, or teller’s check issued by a state or national bank, savings and loan association, or a state or federally chartered credit union and made payable to Cameron County. The Bid Guarantee Check must be dated on or before the letting date and must be less than 90 days old.

0% goal for DBE is established for this project.

The Cameron County, in accordance with the provisions of the Americans with Disabilities Act and the Regulations thereunder, hereby notifies all bidders that it will affirmatively ensure that, for any contract entered into pursuant to this advertisement, that no qualified disabled person shall, solely by reason of his or her disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination, including discrimination of employment, under any program or activity that receives or benefits from this Federal financial assistance. Cameron County further assures that its programs will be conducted, and its facilities operated, in compliance with all the requirements imposed by, or pursuant to 49 Code of Regulations (CFR) Part 27, 28 CFR Part 35 and 42 USC § 12101-12213.

The Cameron County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and the regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, no bidder on the grounds of race, color, or national origin, will be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination when consideration is made whether to award a bid out of the bids submitted in response to this invitation.

TO APPEAR: May 2nd, May 6th, and May 9th, 2026 in The Brownsville Herald.

BID # 260402 OLD ALICE ROAD – PROJECT

BID PROPOSAL FORM
(GENERAL CONTRACT)

Project: BID # 260402 CSJ 0921-06-290, etc. OLD ALICE ROAD – PROJECT
Place: Cameron County Purchasing Department, 1100 E. Monroe Street, Basement Floor,
Room # B17, **Attention: Mr. Roberto C. Luna, Purchasing Agent**
Due Date: May 27th, 2026
Time: Before 3:00 p.m.

1. Pursuant to and in compliance with the Invitation to Bid and the proposed Contract Documents, prepared by Cameron County relating to the above referenced project, the undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby proposes and agrees to fully perform the work within the time stated and in strict accordance with the proposed Contract Documents, and addenda, thereto, including furnishing of any and all labor and materials for all roofing, for the following sum of money:

A: BASED BID:

All labor, materials, services and equipment, necessary for completion of the work shown on the drawings and described in the specifications.

DOLLARS (\$) _____)

Same in Words: _____

2. If awarded this Contract the undersigned will execute a satisfactory Construction Contract, Performance Bond, Labor and Material Payment Bond, Maintenance Bond and proof of insurance coverage, with the Owner for the entire work as per the Contract Documents within ten (10) days after notice of award. It is agreed that this proposal is subjected to the Owner's acceptance for a period of Ninety (90) days from the above date.
3. Contractor shall be substantially completed within 408 working days, using a "Standard Workweek" as defined in Item 8L 3.1.
4. Enclosed is a Certified Check or Bidders Bond in the amount of \$ _____ compliance with the specification requirements. (5% of the highest amount bid).

The above check or Bidders Bond is to become the property of the Owner in the event the Construction Contract (when offered by the Owner) and the bonds and proof of insurance coverage are not executed within the time set forth above.

5. The undersigned agrees to the following:

- A. To furnish all materials as shown and specified in the plans and specifications.
 - B. To start work within ten (10) days after notice to proceed.
 - C. To work a minimum of 5 working days per week.
6. The full amount of all allowances as specified in the General Requirements and covenants (items 1L-9L), of the specifications, in the Base Proposal price shown.
7. Receipt is acknowledged of the following addenda:
- No. _____ Dated _____ No. _____ Dated _____
- No. _____ Dated _____ No. _____ Dated _____
8. Bidder agrees that the Owner has the right to accept or reject any or all bids and to waive all informalities.

Respectfully submitted,

By: _____ Date _____
 Signature

Title: _____

Business Address: _____

(Seal - if Bidder is a corporation)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____ as PRINCIPAL, AND _____, as SURETY are held and firmly bound unto **CAMERON COUNTY** hereinafter called the OWNER _____ Dollars, (\$) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that Whereas the Principal has submitted the Accompanying Bid, Dated _____, 20 __, for _____:

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefore, or if no period be specified, within then (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Local Public Agency in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work of supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise, to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this ___ day of _____ 20___, the name and corporate seal of each corporate party being here to affixed and these present signed by its undersigned representative, pursuant to authority of its governing body.

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

ATTEST:

BY: _____

BY: _____

Affix Corporate Seal

ATTEST:

BY: _____

BY: _____

Affix Corporate Seal

Countersigned

BY: _____

Attorney-in-Fact, State of

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____, Secretary of the Corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know his signature, and his signature there to is genuine; and that said bond was duly signed, and attested to for and in behalf of said corporation by authority of this governing body.

Title

(Corporate Seal)

Power-of-Attorney for person signing for surety company must be attached to bond.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT: that:

(Name of Contractor or Company)

(Address)

a _____
(Corporation/Partnership)

hereinafter called Principal, and

(Name of Surety Company)

(Address)

hereinafter called Surety, are held and firmly bound unto

(Name of Recipient)

hereinafter called SURETY, are held and firmly bound unto CAMERON COUNTY, hereinafter called OWNER, in the penal sum of \$ _____ dollars and _____ cents in lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, successors, and assigns, jointly and severally, firmly in these presents.

THE CONDITION OF THE OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

BID # 260402 OLD ALICE ROAD - PROJECT

NOW THEREFORE , if the Principal shall promptly make payment to all persons, firms, SUB-CONTRACTORS, and corporation furnishing materials or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUB-CONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

BID # 260402 OLD ALICE ROAD - PROJECT

PROVIDED, FURTHER that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the WORK to be performed or the SPECIFICATIONS accompanying the same in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the SPECIFICATIONS

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions in Chapter 2253, Public Work Performance and Payment Bonds, of Texas Government Code, Title 10, General Government, Subtitle F, State and Local Contracts and Fund Management.

IN WITNESS WHEREOF, this instrument is executed in ____ parts, one of which shall be deemed an original, this the ____ day of _____, 20____. (NUMBER)

(PRINCIPAL)

ATTEST:

(Principal Secretary)

BY _____(s)

(SEAL)

(Witness as to Principal)

(Address)

ATTEST:

(Surety)

(Attorney in Fact)

BY

(Witness as to Surety)

(Address)

BID # 260402 OLD ALICE ROAD - PROJECT

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

BID # 260402 OLD ALICE ROAD - PROJECT

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT: that

(Name of Contractor or Company)

(Address)

a _____
(Corporation/Partnership)

hereinafter called Principal, and

(Name of Surety Company)

(Address)

hereinafter called Surety, are held and firmly bound unto CAMERON COUNTY, hereinafter called OWNER, in the penal sum of \$_____dollars \$_____ cents in lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, successors, and assigns, jointly and severally, firmly in these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER dated the _____day of_____, 20__, a copy of which is hereto attached and made a part hereof for the construction of:

BID # 260402 OLD ALICE ROAD - PROJECT

NOW THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions in Chapter 2253, Public Work Performance and Payment Bonds, of Texas Government Code, Title 10, General Government, Subtitle F, State and Local Contracts and Fund Management.

BID # 260402 OLD ALICE ROAD - PROJECT

IN WITNESS WHEREOF, this instrument is executed in 4 parts, one of which shall be deemed an original, this the _____ day of _____, 20____.

(Principal)

ATTEST:

(Principal Secretary)

BY: _____ (s)

(Witness as to Principal)

(SEAL)

(Address)

ATTEST:

(Surety)

(Attorney in Fact)

By

(Witness as to Surety)

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

ONE-YEAR MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENT: that

(Name of Contractor or Company)

(Address)

a _____
(Corporation/Partnership)

hereinafter called Principal, and

(Name of Surety Company)

(Address)

hereinafter called Surety, are held and firmly bound unto CAMERON COUNTY, hereinafter called OWNER, in the penal sum of \$ _____ dollars \$ _____ cents in lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, successors, and assigns, jointly and severally, firmly in these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

BID # 260402 OLD ALICE ROAD - PROJECT

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully correct all such work not in accordance with the Contract Documents discovered within the one-year period from the date of final completion, then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same in any way its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions in Chapter 2253, Public Work Performance and Payment Bonds, of Texas Government Code, Title 10, General Government, Subtitle F, State and Local Contracts and Fund Management.

IN WITNESS WHEREOF, this instrument is executed in 4 parts, one of which shall be deemed an original, this the _____ day of _____, 20_____.

(Principal)

ATTEST:

(Principal Secretary)

BY: _____ (s)

(Witness as to Principal)

(SEAL)

(Address)

ATTEST:

(Surety)

(Attorney in Fact)

By

(Witness as to Surety)

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

STATEMENT OF BIDDERS QUALIFICATIONS

All questions must be answered, and the data given must be clear and comprehensive. The statement must be notarized. If necessary, may be answered on separate attached sheets. Bidders may submit any additional information he desires.

Name of Bidder: _____ Date Organized: _____

Address: _____ Date Incorporated: _____

Number of years in contracting business under present name _____

Contracts on Hand:

Contract	Amount \$	Completion Date
_____	_____	_____
_____	_____	_____
_____	_____	_____

Type of work performed by your company: _____

Have you ever failed to complete any work awarded to you? _____

Have you ever defaulted on a contract? _____

List the projects most recently completed by your firm (include projects of similar importance):

Project	Amount \$	Mo./Yr. Completed
_____	_____	_____
_____	_____	_____
_____	_____	_____

Major equipment available for this contract:

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Credit available: \$ _____ Bank reference: _____

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any and all information requested by the _____ for verification of the recitals comprising this Statement of Bidders Qualifications.

Executed this _____ day of _____, 20 _____.

By: (signature) _____ Title: _____

(print name) _____

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LIST OF SUBCONTRACTORS

To be submitted in a separate envelope with the Bid Proposal

Owner’s Project: **BID # 260402 OLD ALICE ROAD - PROJECT**

To: Cameron County

The undersigned submit the following names of subcontractors to be used in performing the Contract. Each subcontractor is required to submit a standard AIA Qualification Statement clearly indicating prior historical restoration project experience and references.

SUBCONTRACTORS

- 1. Site Work and Paving _____
- 2. Concrete _____
- 3. Masonry _____
- 4. Finish Carpentry _____
- 5. Excavation _____
- 6. Utility _____
- 7. Traffic Control _____
- 8. Plumbing _____
- 9. Electrical _____
- 10. Environmental _____
- 11. Other _____

All Qualification Statements will be reviewed by the Engineer/Architect, who will make appropriate recommendations to the Owner.

SPECIAL INSURANCE CONDITIONS OF THE AGREEMENT

The following minimum limits of insurance coverage will be required:

CONTRACTOR shall maintain, at his sole cost, at all times while performing work hereunder, the insurance coverage set forth below with companies satisfactory to the Company with full policy limits applying but not less than as stated. A Certificate evidencing the required insurance and specifically quitting the indemnification provision set forth in this agreement shall be delivered to the Company prior to commencement of the work and shall provide that any change restricting or reducing coverage or the cancellation of any policies under which certificates are issued shall not be valid as respects the Company's interest therein until the Company has received 30 days' notice in writing of such change or cancellation.

- (1) **Workman's Compensation Insurance** as required by laws and regulations applicable to and covering employees of **CONTRACTOR** engaged in the performance of the work under this agreement.
- (2) **Employer's Liability Insurance** protecting **CONTRACTOR** against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master/servant relationship with a limit of not less than \$100,000.
- (3) **Comprehensive General Liability Insurance** including products/completed operation with limits of liability of not less than: Bodily Injury \$5,000,000. each Person, \$5,000,000. each occurrence/ \$10,000,000. aggregate.; Property Damage \$5,000,000. each occurrence/ \$10,000,000. aggregate.; Fire Damage \$5,000,000.
- (4) **Automobile Liability Insurance** including non-owned and hired vehicle coverage with limits of liability of not less than: Bodily Injury \$250,000. each Person, \$500,000. each occurrence; Property Damage \$250,000. each occurrence.
- (5) **Excess Liability Insurance** Comprehensive General Liability, Comprehensive Automobile Liability and coverage afforded by the policies described above, with minimum limits of \$500,000. excess of the specified limits.
- (6) **Builder's "All-Risk Insurance"** protecting the respective interest of Company and **CONTRACTOR** and its "Field Sub-contractors" covering loss or damage during the course of construction of the project described in this agreement and all property at the job site or in transit thereof which shall become a part of such project. Such insurance shall be maintained until such project is completed and accepted. This insurance shall be terminated with respect to portions of such project when such portions are completed and accepted.

INSTRUCTIONS TO BIDDERS
(Special Provisions)

1. **It shall be the bidder's responsibility to ensure delivery of his proposal to the proper place and at the proper time.**

2. **Bids shall be addressed as follows:**

SEALED BID FOR: **BID # 260402 OLD ALICE ROAD - PROJECT**

Attn: Roberto C. Luna, CPM, CTCD, CTCM
Purchasing Agent
Cameron County Courthouse, Purchasing Dept, Basement Floor,
Suite # B17, 1100 E. Monroe Street
Brownsville, TX 78520

Bid Date: **May 27, 2026**
Time: 3:00 P.M. C.S.T.

3. **Use of Separate Bid Forms:**

These Contract Documents include a complete set of bidding and Contract forms which are for the convenience of bidders and are not to be detached from the Contract Document, filled out, or executed. Separate copies of Bid Forms are furnished for that purpose.

4. **Interpretations of Addenda:**

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the County Engineer. Any inquiry received seven or more days prior to the date fixed for opening of Bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the Engineer at least three days before Bids are opened. In addition, all Addenda will be mailed or telecopied to each person holding contract Documents, but it shall be the Bidder's responsibility to inquire as to the Addenda issued. All such Addenda shall become part of the Contract, and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

5. **Inspection of Site:**

Each Bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there, relating to construction and labor, and should fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract.

The Bidder should thoroughly examine and familiarize himself with the Drawings, Technical Specifications, and all other Contract documents.

The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it, due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing, and the Owner will be justified in rejecting any claim based on facts regarding which the Contractor should have been on notice as a result thereof.

6. **Alternative Bids:**

No alternative bids will be considered unless alternative bids are specifically requested by the technical specifications or bid proposal package. Base bids must be provided for each **item**, even though an alternative bid item is also specified.

7. **Bids:**

- A. All Bids must be submitted on forms supplied by the Owner and shall be subject to all requirements of the Contract Documents including the Drawings, and these INSTRUCTIONS TO BIDDERS. All Bids must be regular in every respect and no interlineation, excisions or special conditions shall be made or included in the Bid Form by the Bidder.
- B. Bid Documents including the Bid, the Bid Guaranty, the Non-Collusion Affidavit and the Statement of Bidder's Qualifications (If required) shall be enclosed in an envelope, which shall be sealed and clearly labeled with the words "Bid Documents", name of Bidder, date and time of the Bid opening in order to guard against premature opening of the Bid.
- C. The Owner may consider as irregular any Bid on which there is an alteration to or departure from the Bid Form hereto attached and at its option may reject the same.
- D. If the contract is awarded, it will be awarded by the Owner to a responsible Bidder on the basis of the lowest Bid and the selected Alternative Bid items, if any. The Contract will require the completion of the work according to the Contract Documents.
- E. Each Bidder shall include in his Bid the following information:

Principals

Names

Social Security Number

Home Addresses, including City, State & Zip Code

Firm

Name

Treasury Number

Address
City, State & Zip Code

8. **Bid Guaranty:**

- A. The Bid must be accompanied by a Bid Guaranty which shall not be less than **5 percent (5%)** of the amount of the total Bid. At the option of the Bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government Bonds (at par value), or a bid bond in the form attached. The Bid bond shall be secured by a guaranty, or a surety company Licensed to do business in the State of Texas. The amount of such Bid bond shall be within the maximum amount specified for such Company. No Bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of County of Cameron. Cash deposits will not be accepted. The Bid guaranty shall insure the execution of the Agreement and the furnishing of the surety bond or bonds by the successful Bidder, all as required by the Contract documents.
- B. Revised Bids submitted before the opening of Bids, whether forwarded by mail or telegram, if representing an increase in excess of ten percent (10%) of the original Bid, the Bid will not be considered.
- C. Certified checks or bank drafts, or the amount thereof, Bid Bonds and negotiable U.S. Government bonds of unsuccessful Bidders will be returned as soon as practical after the opening of the Bids.

9. **Collusive Agreement:**

- A. Each Bidder submitting a Bid to the Owner for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any other person, firm, or corporation in regard to any Bid submitted.
- B. Before executing any subcontract, the successful Bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form to be provided by the Owner. Copies are available upon request.

10. **Statement of Bidder's Qualifications:**

Each Bidder shall submit on the form furnished for that purpose a statement of the Bidder's qualifications, his experience records in organization and equipment available in the contract, his organization and equipment available for the work contemplated and, when specifically requested by the Owner, a detailed financial statement. The Owner shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the Contract and the Bidder shall furnish the owner all such information and data for this purpose as it may request.

The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the Owner that the Bidder is qualified to carry out properly the terms of the contract.

11. **Sub-Contractors:**

All Sub-Contractors must be approved by the Owner. A list of all proposed Sub-Contractors must be furnished to the Owner, prior to the start of construction.

12. **Interpretation of Quoted Prices:**

In case of difference in written words and figures in a Proposal, the amount stated in written words shall govern.

13. **Unit Prices:**

The unit price for each of the several items in the proposal of each Bidder shall include its pro rata share of overhead for both labor and materials so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price Bid represents the total Bid. Any Bid not conforming to this requirement may be rejected as informal. The special attention of all Bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e., difference in cost shall not increase or decrease the original contract award price by more than twenty-five percent (25%), except for work not covered in the Drawings and Technical Specifications.

14. **Rejection of Bids:**

Bids may be rejected if they show any alteration of works or figures, additions not called for, conditional or uncalled for alternate bids, incomplete bids, any alteration or words or figures, or erasures not initialed by the person or persons signing the proposal, or irregularities of any kind.

15. **Time for Receiving Bids:**

Bids received prior to the advertised hour of opening shall be kept securely sealed. The officer appointed to open the bids shall decide when the specified time has arrived and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the County that the late arrival of the bid was solely due to delay in the mails for which the bidder was not responsible, such bid will be received and considered.

16. **Opening of Bids:**

The County shall, at the time and place fixed for the opening of bids, cause each bid to be publicly opened and read aloud, irrespective of any irregularities therein. Bidders and other interested individuals may be present.

17. **Withdrawal of Bids:**

Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business to the time fixed for opening; provided, that written confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for Bid opening. The bid guaranty of any Bidder withdrawing his Bid in accordance with the foregoing conditions will be returned promptly.

18. **Award of Contract: Rejection of Bids**

- A. The Contract will be awarded to the responsible Bidder submitting the lowest responsive Bid complying with the conditions of the Invitation for Bids. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in its interest.
- B. The Owner reserves the right to consider as unqualified to do work of general construction any Bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the improvements embraced in this Contract.
- C. Time is of the essence in this Contract and the Owner may weigh the calendar days or working days bid in award of the Contract. The calendar days or working days will be valued equal to the liquidated damages charged per day of delay.

19. **Execution of Agreement: Performance, Payment and Maintenance Bond**

- A. Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver the Owner an Agreement in the form included in the Contract Documents in such number of copies as the Owner may require (not to exceed six (6) copies).
- B. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Bidder shall, within the period specified in paragraph "a" above, furnish a surety bond in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him, in

performing the work and for the maintenance to faithfully correct all such work not in accordance with the Contract Documents discovered within the one-year period from the date of final acceptance. Such bond shall be in the same form as that included in the Contract Documents and shall bear the same date as, or a date subsequent to that of the Agreement. The current **Power of Attorney** for the person who signs for any surety company and issued be attached to such bond. This bond shall be signed by a guaranty or surety company authorized to do business in the State of Texas.

- C. The failure of the successful Bidder to execute such Agreement and to supply the required bond or bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the Owner may grant, based upon reasons determined sufficient by the Owner, shall constitute a default, and the Owner may either award the Contract to the next lowest responsible Bidder or re-advertise for Bids, and may charge against the Bidder the difference between the amount of the Bid and the amount of which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable Bid is received by re-advertising, the defaulting bidder shall have no claim against the Local Public Agency for a refund.
- D. Full (100%) performance, payment, and maintenance bonds are required on all contracts in excess of \$25,000.00. The only exception is that if the contract is less than \$50,000.00, the entity may hold all payment, with no interim payments made, until final completion and presentation of lien releases from all subcontractors and suppliers, in lieu of the performance bond. Such bonds must be issued by a corporate surety authorized to do business in the State of Texas.
20. **This project will be awarded for construction in accordance with these specifications and upon approval by the Owner.**
21. **Insurance:**
See Special Conditions of the Agreement.
22. **Certificate of Insurance:**
The successful bidder will furnish a completed Certificate of Insurance with the executed contract. This Certificate of Insurance shall include all applicable policies and their numbers. These policies will cover all sub-contractors and the sub-contractors Certificate of Insurance will also be submitted covering the same amount stated above for the Contractor.
23. **In case of discrepancies or conflicts between the specifications, bid documents or contract documents, the following order of priority shall govern:**
1. Bid Documents
 2. Instructions to Bidders
 3. Special Instructions to Bidders
 4. Supplemental General Conditions

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5. Technical Specifications
6. Standard Form of Agreement
7. General Conditions of the Agreement
8. Special Conditions of the Agreement
9. Other Contract Documents

24. **The award of the low bid does not constitute award of a contract. A contract will be binding on both parties when executed by both parties and a purchase order is issued.**

GENERAL CONDITIONS OF THE AGREEMENT

Contract and Contract Documents

The project to be constructed subject to all applicable Federal and State laws and regulations.

The Plans, Specifications, Supplemental Conditions (or Special Conditions), and Addenda shall form part of this contract, and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth:

DEFINITIONS

Whenever used in any of the contract Documents, the following meanings shall be given to the terms here in defined:

- A. The term "Contract" means the Contract executed between the County of Cameron, hereinafter called the **“County”** and, _____ hereinafter called **“Contractor”**, of which these GENERAL CONDITIONS form a part.
- B. The term "Project Area" means the area within which is the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this contract.
- C. The term "Engineer" means the Cameron County Engineer, Engineer in charge, serving the **County** with architectural or engineering services, his successor, or any other person or persons, employed by the **County** for the purpose of directing or having in charge the work embraced in this Contract.
- D. The term **“Architect”** means the architect contracted for the project by **Cameron County**.
- E. The term "Contract Documents" means and shall include the following: Executed Contract, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Special Conditions, Technical Specifications, and Drawings (as listed in the Schedule of Drawings).

ADMINISTRATION OF THE CONTRACT BY ARCHITECT AND ENGINEER

The Engineer and Architect will provide administration of the Contract and will be the Owner’s representatives (1) during construction and (2) until final payment is due. The Architect will advise and consult with the Owner and Engineer.
The Architect may appoint an employee or other person to assist him during the construction. These representatives will be instructed to assist the **Contractor** in interpreting the Contract Documents; however, such assistance shall not relieve the

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Contractor from any responsibility as set forth by the Contract Documents. The fact that the Architect's representative may have allowed work not in accordance with the Contract Documents shall not prevent the Architect from insisting that the faulty work be corrected with the Contract Documents and the Contractor shall correct same.

SUPERVISION BY CONTRACTOR

- A. Except where the **Contractor** is an individual and gives his personal supervision to the work, the **Contractor** shall provide a competent superintendent, satisfactory to the **County** and the **Engineer**, on the work at all times during working hours with full authority to act for him. The **Contractor** shall also provide an adequate staff for the proper coordination and expediting of his work.
- B. The **Contractor** shall lay out his own work and he shall be responsible for all work executed by him under the Contract. He shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.
- C. The **Contractor** expressly recognizes that the **Architect** does not owe him any duty to supervise or direct his work as to protect the **Contractor** from the consequences of his own acts or omissions.

SUBCONTRACTS

- A. The **Contractor** shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he has verified the subcontractor as eligible to participate in federally funded contracts.
- B. No proposed subcontractor shall be disapproved by the **County** except for cause.
- C. The **Contractor** shall be as fully responsible to the **County** for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them.
- D. The **Contractor** shall cause appropriate provisions to be inserted in all subcontracts relative to the work that require compliance by each subcontractor with the applicable provisions of this Contract.
- E. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the **County**.

FITTING AND COORDINATION OF WORK

The **Contractor** shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or material suppliers engaged upon this Contract.

PAYMENTS TO CONTRACTOR

A. Partial Payments

1. The **Contractor** shall prepare his requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Architect and Engineer for their approval, on a notarized AIA G702 Application and Certificate for Payment form, and continuation sheet. In any contract where the total contract price at time of execution of the contract is \$400,000.00 or more and the contract provides for retainage of five percent (5%) of periodic contract payments, the Owner shall deposit the retainage in an interest-bearing account, and interest earned on such retainage funds shall be paid to the General Contractor upon completion of the contract. If the total contract price is less than \$400,000.00, then the retainage amount will be 10%. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) five percent (5%) or ten percent (10%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of materials properly stored on the site or bonded warehouse shall be based upon the estimated quantities of such materials and the invoice prices, Copies of all invoices shall be available for inspection of the Architect and Engineer.

2. Monthly or partial payments made by the **county** to the **Contractor** are monies advanced for the purpose of assisting the contractor to expedite the work of construction. The **Contractor** shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the **County**. Such payments shall not constitute a waiver of the right of the **County** to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the **County** in all details. Such payments will be made by the County within thirty days of receipt of the invoice by the County Auditor's Office.

B. Final Payment

1. After final inspection and acceptance by the **County** and Architect of all work under the Contract, the **Contractor** shall prepare his requisition for final payment which shall be based upon the careful inspection of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the **Contractor** under this contract shall be the amount computed as described above less all previous payments.

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2. The **County** before paying the final estimate shall require the **Contractor** to furnish releases (AIA G706A Contractor's Affidavit of Release of Liens form) or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the **Contractor**, if the **County** deems it necessary in order to protect its interest. The **County** may, if it deems such action advisable, make payment in part or in full to the **Contractor** without requiring the furnishing of such releases or receipts and any payments made shall in no way impair the obligations of any surety or sureties furnished under this Contract. Other close out documents shall include AIA G706 Contractor's Affidavit of Payment of Debts and Claims, AIA G707 Consent of Surety Company to Final Payment.
3. Any amount due the **County** under Liquidated Damages shall be deducted from the final payment due the contractor.

C. Payments Subject to Submission of Certificates

Each payment to the **Contractor** by the **County** shall be made subject to submission by the **Contractor** of all written certifications required of him and his subcontractors.

D. Withholding Payments

The **County** may withhold from any payment due the **Contractor** whatever is deemed necessary to protect the **County**, and if so elects, may also withhold any amounts due from the **Contractor** to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the **County** and will not require the **County** to determine or adjust any claims or disputes between the **Contractor** and his subcontractors or material dealers, or to withhold any moneys for their protection unless the **County** elects to do so. The failure or refusal of the County to withhold any moneys from the **Contractor** shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

CHANGES IN THE WORK

- A. The **County** may make changes in the scope of work required to be performed by the **Contractor** under the Contract without relieving or releasing the **Contractor** from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.
- B. Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used

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or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the **County** authorizing the **Contractor** to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.

- C. If applicable unit prices are contained in the Agreement, the **County** may order the **Contractor** to proceed with desired unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase the original total amount of the agreement by more than twenty-five percent (25%) or decrease the original the total amount by twenty-five percent (25%).
- D Each change order shall include in its final form:
 - 1. A detailed description of the change in the work.
 - 2. The Contractor's proposal (if any) or a confirmed copy thereof.
 - 3. A definite statement as to the resulting change in the contract price and/or time.
 - 4. The statement that all work involved in the change shall be performed in Accordance with contract requirements except as modified by the change order.
 - 5. The procedures as outlined in this Section for a unit price contract also apply in any lump sum contract.
 - 6. The signatures of authorized representatives of Contractor and County.

CLAIMS FOR EXTRA COST

- A. If the **Contractor** claims that any instructions by Drawings or otherwise involve extra cost or extension of time, the Contractor shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the **County**, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.
- B. Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.
- C. Any discrepancies, which may be discovered between actual conditions and those represented by the Drawings and maps, shall be reported at once to the Architect and the Engineer and work shall not proceed except at the Contractors risk, until written instructions have been received by him from the Engineer.
- D. If, on the basis of the available evidence, the **County** determines that an adjustment of

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the Contract Price and/or time is justifiable, a change order shall be executed.

EXTRA WORK

The term “EXTRA WORK” as used in the agreement shall be understood to mean and include all work that may be required by the Engineer or **County** to be done by the **Contractor** to accomplish any change, alteration or addition to the work shown upon the plans, or reasonably implied by the specifications, and not covered by the Contractor’s proposal. It is agreed that the Contractor shall perform all Extra Work under the direction of the Engineer when presented with a written Work Order signed by the Engineer; Subject, however, to the right of the **Contractor** to require a written confirmation of such Extra Work Order by the **County**. It is also agreed that the compensation to be paid the **Contractor** for performing said Extra Work shall be determined by one or more of the following methods:

Method (a): By agreed unit prices;

Method (b): By agreed lump sum;

Method (c): If neither Method (a) nor Method (b) can be agreed the “actual field cost” of the work plus ten (10) percent.

In the event said Extra Work be performed and paid for under Method (c), then the provisions of this paragraph shall apply and the “actual field cost” is hereby defined to include the cost of all workmen, such as foremen, time keepers, mechanics and laborers, and materials, supplies, trucks, rental of machinery and equipment for the time actually employed or used on such Extra Work plus actual transportation charges necessarily incurred if the kind of equipment or machinery is not already on the job, together with the power, fuel, lubricants, water and similar operating expenses, also all necessary incidental expenses incurred directly on account of such Extra Work, including Social Security, Old Age Benefits and other payroll taxes, and a rateable proportion of premiums on Construction and Maintenance Bonds, Public Liability and Property Damage and Workmen’s Compensation, and all other insurance as may be required by any law or ordinance, or directed by the Engineer or **County**, or by them agreed. The Engineer may direct the form in which accounts of the “actual field cost” shall be kept and may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment to be used, otherwise these matters shall be determined by the **Contractor**. Where practicable the terms and prices for the use of machinery and equipment shall be incorporated in the Written Extra Work Order.

The ten (10) percent of the “actual field cost” to be paid the **Contractor** shall cover and compensate him for his profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the “actual field cost” as above defined, save that where the Contractor’s Camp or Field Office must be maintained primarily on account of such Extra Work, then the cost to maintain and operate same, excluding staff, shall be included in the “actual field cost”.

No claim for extra work of any kind will be allowed unless ordered in writing by the Engineer. In case any orders or instructions, either oral or written, appear to the Contractor to involve extra

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work for which he should receive compensation, he shall make written request to the Engineer for written order authorizing Extra Work. Should a difference of opinion arise as to what does or does not constitute extra work, or as to the payment therefore, and the Engineer insists upon its performance, the **Contractor** shall proceed with the work after making written order and shall keep an accurate account of the “actual field cost” thereof, as provided under Method (c). The **Contractor** will thereby preserve the right to submit the matter for payment, as herein above described. Change orders shall be executed on form similar to AIA G701 Change Order document.

TERMINATION, DELAYS, AND LIQUIDATED DAMAGES

A. Right of the County to Terminate Contract.

In the event that any of the provisions of this contract are violated by the **Contractor**, or by any of his subcontractors, the **County** may serve written notice upon the **Contractor** and the Surety of its intention to terminate the contract. The notices shall contain the reasons for such intention to terminate the contract, and unless such violation or delay shall cease and satisfactory arrangement of correction be made within ten days, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the **County** shall immediately serve notice thereof upon the Surety and the **Contractor**. The Surety shall have the right to take over and perform the contract. Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the **County** may take over the work and complete the project by bid/contract or by force account at the expense of the **Contractor** and his Surety shall be liable to the **County** for any excess cost incurred. In such event the **County** may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

B. Liquidated Damages for Delays.

If the work is not complete within the time stipulated in the applicable bid for Lump Sum or Unit Price Contract provided, the **Contractor** shall pay to the **County** as fixed, agreed, and liquidated damages (it being possible to determine the actual damage occasioned by the delay) the amount of One Thousand One Hundred Seventy-Eight Dollars and Ninety-Three Cents (\$1,178.93) for each calendar day of delay, until the work is completed as per Special Provision 000-018L. The **Contractor** and his sureties shall be liable to the **County** for the amount thereof.

C. Hindrance and Delays.

No damages for delays shall be paid to the **Contractor** by the **County**, except for any unreasonable delays caused by the **County**.

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D. Excusable Delays.

The right of the **Contractor** to proceed shall not be terminated nor shall the **Contractor** be charged with liquidated damages for any delays in the completion of the work due to:

- (1) Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;
- (2) Any acts of the **County**;
- (3) Causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the **Contractor**, including, but not restricted to, acts of God or of the public enemy, acts of another **Contractor** in the performance of some other contract with the **County**, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.

Provided, however, that the **Contractor** promptly notifies the **County** within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the **County** shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the **County** shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

The **Contractor** shall include a time to complete the scope of work stated in calendar days that includes anticipated number of working days that construction may be unable to take place, due to inclement weather and muddy ground. Extensions to the completion date will be granted only if, in the opinion of the Architect, climatological conditions that impede the progress of construction significantly exceed conditions for the local area. A guide for average climatological conditions will be the "Local Climatological Data" bulletin published by the Department of Commerce.

ASSIGNMENT OR NOVATION

The **Contractor** shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this **Contract** without the written consent of the **County**; provided, however, that assignments to banks or other financial institutions may be made without the consent of the **County**. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the **Contractors** rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such

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labor or services or supplying such materials, tools, or equipment.

DISPUTES

- A. All disputes arising under this Contract or its interpretation except those disputes covered by FEDERAL LABOR STANDARDS PROVISIONS whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall, within ten (10) days of commencement of the dispute, be presented by the **Contractor** to the Architect and Engineer for review and decision. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt of the Architect and Engineer.
- B. The **Contractor** shall submit in detail his claim and his proof thereof.
- C. If the **Contractor** does not agree with any decision of the Architect and Engineer, he shall in no case allow the dispute to delay the work but shall notify the Architect and Engineer promptly that he is proceeding with the work under protest.

TECHNICAL SPECIFICATIONS AND DRAWINGS

Anything mentioned in the Technical Specifications and not shown on the Drawings or vice versa shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the Architect and Engineer, without whose decision, said discrepancy shall not be adjusted by the **Contractor**, save only at his own risk and expense.

SHOP DRAWINGS

- A. All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Architect and the Engineer in copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The **Contractor** may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved and no claim, by the **Contractor**, for extension of the contract time shall be granted by reason of his failure in this respect.
- B. Shop drawings and samples shall be dated and marked to show the names of the Project, Architect, **Contractor**, Originating Subcontractor, Manufacturer or Supplier. Shop drawings shall completely identify specification section and locations at which materials or equipment is to be installed. All shop drawings are to be reviewed first by the **General Contractor** who shall affix his signature. Any drawings submitted without the

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Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the **Contractor** shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time, otherwise the **Contractor** will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.

- C. The **Contractor** shall submit and, if necessary, resubmit one (1) reproducible and four (4) copies of the shop drawings.
- D. If a shop drawing is in accordance with the contract or involves only a minor adjustment in the interest of the **County** not involving a change in contract price or time; the Engineer may approve the drawing. The approval shall not relieve the **Contractor** from his responsibility for adherence to the contract or for any error in the drawing.

REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the **Contractor** to make timely requests of the **County** for any additional information not already in his possession which should be furnished by the **County** under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need approaches, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing and list the various items and the latest date by which each will be required by the **Contractor**. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The **Contractor** shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the **Contractor**. The **Contractor** shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provision of this section.

MATERIALS AND WORKMANSHIP

- A. Unless otherwise specifically provided for in the technical specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the technical specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.
- B. The **Contractor** shall certify in writing that no materials used in the work contain asbestos materials in them excess of amounts allowed by Local/State standards, laws, codes rules and regulations; the Federal Environmental Protection Agency (EPA) standards and/or the Federal Occupational Safety and Health Administration (OSHA) standards, whichever is most restrictive. The **Contractor** shall provide this written

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certification to the Engineer.

- C. The **Contractor** shall furnish to the **County** for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval full information concerning all other materials or articles which he proposes to incorporate.
- D. Products are generally specified by ASTM or other reference standard, and/or by manufacture's name and model number or trade name. When specified only by reference standard, the **Contractor** may select any product meeting this standard by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the **Contractor** has the option of using any product and manufacturer combination listed. When only one product manufacturer is specified this is the basis of the Contract, without substitution or exception.
- E. Substitutions will not be considered if they are indicated or implied on shop drawing submissions without formal request, or for their implementation they require a substantial revision of the Contract Documents in order to accommodate their use.
- F. No request for the substitution of products in place of those specified shall be considered after the Contract has been executed.
- G. Not later than seven (7) days from the Contract Date, the **Contractor** shall provide a list showing the name of the manufacturers proposed to be used for each of the products identified in the General Requirements of the Specifications, and where applicable, the name of the installing subcontractor.
- H. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- I. Materials specified by reference to the number or symbol of a specific standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in the technical specifications shall have full force and effect as though printed therein.
- J. The **County** may require the **Contractor** to dismiss from the work such employee or employees as the **County** or the Engineer may deem incompetent, or careless, or insubordinate.

SAMPLES, CERTIFICATES AND TESTS

- A. The **Contractor** shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the contract documents or required by the Engineer, promptly after award of the contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.

- B. Each sample submitted by the **Contractor** shall carry a label giving the name of the **Contractor**, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the **Contractor** shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in making a prompt decision regarding the acceptability of the sample. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

- C. Approval of any materials shall be general only and shall not constitute a waiver of the **County's** right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the **Contractor** as is equitable.

- D. Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:
 - 1. The **Contractor** shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;
 - 2. The **Contractor** shall assume all costs of re-testing materials, which fail to meet contract requirements;
 - 3. The **Contractor** shall assume all costs of testing materials offered in substitution for those found deficient;
 - 4. The **County** will pay all other expenses.

PERMITS AND CODES

- A. The **Contractor** shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the **Contractor** shall examine the drawings and technical specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the **County**. Where the requirements of the drawings and technical specifications fail to comply with such applicable ordinances or codes, the Architect will adjust the Contract by Change Order at his expense to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department).

Should the **Contractor** fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the drawings and technical specifications), the **Contractor** shall remove such work without cost to the **County**,

- B. The **Contractor** shall at his own expense, secure and pay for all permits for street pavement, sidewalks, shed, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.
- C. The **Contractor** shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements contained in this Contract.

CARE OF WORK

- A. The **Contractor** shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.
- B. The **Contractor** shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.
- C. In an emergency affecting the safety of life, limb or property, including adjoining property, the **Contractor**, without special instructions or authorization from the **County** is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the **County**.

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- D. The **Contractor** shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.
- E. The **Contractor** shall shore up, brace, underpin, secure, and protect as maybe necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements included in this Contract. The **Contractor** shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The **Contractor** shall indemnify and save harmless the County from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the **County** may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

ACCIDENT PREVENTION

- A. No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.
- B. The **Contractor** shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work.
- C. The **Contractor** shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The **Contractor** shall promptly furnish the **County** with reports concerning these matters
- D. The **Contractor** shall indemnify and save harmless the **County** from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.
- E. The **Contractor** shall provide trench protection for all trenches in excess of a depth of five (5) feet, in the manner specified in the technical specifications and drawings.

SANITARY FACILITIES

The contractor shall furnish, install and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

USE OF PREMISES

- A. The **Contractor** shall confine his equipment, storage of materials, and construction operations to the contract limits as shown on the drawings and as prescribed by ordinances or permits, or as may be desired by the **County**, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.
- B. The Contractor shall comply with all reasonable instructions of the County and all existing state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades
- C. Smoking and chewing of tobacco products is prohibited in the enclosed new construction.

REMOVAL OF DEBRIS, CLEANING, ETC.

The **Contractor** shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for work, and put the whole site of the work and public rights of way in a neat and clean condition.

INSPECTION

- A. All materials and workmanship shall be subject to inspection, examination, or test by the **County**, the Architect, and the Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction occurs. The **County** shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge. If the **Contractor** fails to proceed at once with the correction of rejected workmanship or defective material, the **County** may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any Monies which may be due the **Contractor**, without prejudice to any other rights or remedies of the **County**.

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- B. The **Contractor** shall furnish promptly all materials reasonably necessary for any tests, which may be required. All tests by the **County** will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the technical specifications.
- C. The **Contractor** shall notify the **County** sufficiently in advance of back filling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the **County**, the **Contractor** shall uncover for inspection and recover such facilities at his own expense, when so requested by the **County**.
- D. Should it be considered necessary or advisable by the **County** at any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the **Contractor** shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the **Contractor** or his subcontractors, the **Contractor** shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, shall be allowed the **Contractor** and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved
- E. Inspection of materials and appurtenances to be incorporated in the improvements included in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the technical specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.
- F. Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the **County** or its agents shall relieve the **Contractor** or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

REVIEW BY COUNTY

The **County** and its authorized representatives and agents shall have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however that all instructions and approval with respect to the work will be given to the **Contractor** only by the **County** through its authorized representatives or agents.

FINAL INSPECTION

When the Improvements included in this Contract are substantially completed, the Architect shall notify the **County** in writing that the work will be ready for final inspection on a definite date, which shall be stated in the notice. The **County** will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable. The AIA Certificate of Substantial Completion G704 form shall be used to determine date of substantial completion.

DEDUCTION FOR UNCORRECTED WORK

If the **County** deems it not expedient to require the **Contractor** to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the **Contractor** and the **County** and subject to settlement, in case of dispute, as herein provided.

INSURANCE

The **Contractor** shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the **County**.

- A. Compensation Insurance: The **Contractor** shall procure and shall maintain during the life of this contract Workers Compensation Insurance as required by the State of Texas for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the **Contractor** shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractors Workers Compensation Insurance.
- B. Contractors Public Liability and Property Damage Insurance and Vehicle Insurance: The **Contractor** shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the following amounts: See Special Conditions of the Agreement.
- C. Proof of Insurance: The **Contractor** shall furnish the **County** with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the **County**."

INDEMNITY

Contractor shall indemnify, defend and hold harmless the Architect and **Cameron County**, its

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officials, officers, agents, and employees, from any and all liabilities, claims, demands, actions, losses, damages and costs, including all costs of defense thereof, of any nature whatsoever, for injury to or death of persons or loss or damage to property, or for any other reason (except for those resulting from the negligence of the County's or Architects' officials, officers, agents, and employees) occurring on the premises or in any manner arising out of or connected with Contractor's contractual obligations, including any claims, liabilities and actions based upon the acts or omissions of Contractor's officers, agents and employees.

WARRANTY OF TITLE

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest is retained by the seller or supplier. The **Contractor** shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed by him to the **County** free from any claims, liens, or charges. Neither the Contractor -nor any person, firm, or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any law permitting such persons to look to funds due the **Contractor** in the hands of the **County**. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

WARRANTY OF WORKMANSHIP AND MATERIALS

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements included in this Contract by the **County** or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the **Contractor** of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The **Contractor** shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of twelve (12) months from the date of final acceptance of the work.

COMPLIANCE WITH AIR AND WATER ACTS

In compliance with the Clean Air Act, as amended, 41 U.S.C. Sec 7401 ET. Seq., and the regulations of the Environmental Protection Agency with respect thereto, the **Contractor** agrees that:

1. Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.
2. He will comply with all requirements of Section 114 of the Clean Air Act, as amended.

EQUAL EMPLOYMENT OPPORTUNITY

- A. The **Contractor** will not discriminate against any employee or the applicant for employment because of race, color, religion, sex, or national origin.
- B. The **Contractor** will cause the foregoing provision to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- C. Nothing herein provided shall be construed as a limitation upon the application of other laws, which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.

AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

The **Contractor** will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified.

NON-SEGREGATED FACILITIES

The **Contractor** certifies that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not and will not permit his employees any segregated facilities at any of his establishments, or permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. As used in this paragraph the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation. And housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

JOB OFFICES

- A. The **Contractor** will maintain such office and storage facilities on the site as are necessary for the proper conduct of the work. Subcontractors may do the same. These shall be located so as to cause no interference to any work to be performed on the site. The **County** shall be consulted with regard to locations.
- B. Upon completion of the improvements, or as directed by the **County**, the **Contractors** shall remove all such temporary structures and facilities from the site, and leave the site of the work in the condition required by the Contract.

CONTRACT DOCUMENTS AND DRAWINGS

The **Contractor** will be furnished a maximum number of THREE (3) free of charge, copies of Drawings and Project Manuals. Additional sets will be furnished at the cost of reproduction, postage, and handling.

CONTRACT PERIOD

The work to be performed under this contract shall commence within the time stipulated by the **County** in the Notice to Proceed, and shall be fully completed within 408 working days thereafter.

ABANDONMENT BY CONTRACTOR

In case the **Contractor** should abandon or fail to resume work within ten (10) days after written notification from the **County** or the Engineer, or the **Contractor** fails to comply with the orders of the Engineer when such orders are consistent with this contract or this Agreement or with the specifications hereto attached, then and in that case, the Surety on the bonds shall be notified in writing and directed to complete the work, and a copy of said notice shall be delivered to the **Contractor**.

After receiving said notice of abandonment, the **Contractor** shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under contract for work, may be held for use on the work by the **County** or the Surety on the construction bond, or another **Contractor**, in completion of the work; and the **Contractor** shall not receive any rental or credit therefore (except when used in connection with extra work, where credit shall be allowed as provided for under “Extra Work”), it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement.

In case the Surety should fail to commence compliance with the notice for completion herein before provided for within ten (10) days after services of such notice, then the **County** may provide for completion of the work in either of the following elective manners:

- A. The **County** may thereupon employ such force of men and use such machinery, equipment, tools, materials and supplies as said **County** may deem necessary to complete the work and charge the expense of such labor, material, machinery, equipment, tools and supplies to said **Contractor** and the expense so charged shall be deducted and paid by the **County** out of such money as may be due, or that may thereafter at any time become due to the **Contractor** under and by virtue of this Agreement. In case such expense is more than the sum which would have been payable under this contract if the same had been completed by the Contractor, then the Contractor and/or his surety shall pay the amount of such excess to the County;

BID # 260402 OLD ALICE ROAD - PROJECT

B. The **County**, under sealed bids, after five (5) days' notice published one or more times in a newspaper having a general circulation in the **County** of the location of the work, may let a contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case of any increase in cost to the **County** under the new contract as compared to what would have been the cost under this contract, such increase shall be charged to the **Contractor** and the Surety shall be and remain bound thereto. When the work shall have been substantially completed the **Contractor** and his Surety shall be notified and Certificates of Completion and Acceptance shall be issued as provided herein-above, a complete itemized statement of the contract accounts, certified to by the Engineer as being correct, shall then be prepared and delivered to the **Contractor** and his Surety, whereupon the **Contractor** and/or his Surety shall pay the balance due as reflected by said statement within twenty-one (21) days after the date of such Certificate of Completion.

In the event the statement of the account shows that the cost to complete the work is less than that which would have been the cost to the **County** had the work been completed by the **Contractor** under the terms of this contract and when the **Contractor** and/or his Surety shall pay the balance shown to be due by them to the **County**, then all machinery, equipment tools, materials or supplies left on the site of the work shall be turned over to the **Contractor** and/or his Surety. Should the cost to complete the work exceed the contract price and the **Contractor** and/or his Surety fail to pay the amount due the **County** within the time designated hereinabove, and there remains any machinery, equipment, tools, material or supplies on the site of the work, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the **Contractor** and his Surety at the respective addresses designated in this contract provided, however, that actual written notice given in any manner will satisfy this condition. After mailing or otherwise giving such notice, such property shall be held at the risk of the **Contractor** and his Surety subject only to the duty of the **County** to exercise ordinary care to protect such property. After fifteen (15) days from the date of said notice the **County** may sell such machinery, equipment, tools, materials or supplies and apply the net sum derived from such sale to the credit of the **Contractor**, as the **County** may elect.

The **County** shall release any machinery, equipment, tools, materials or supplies, which remain on the work and belong to persons other than the **Contractor** or his Surety, to their proper Localities without notice to the **Contractor**.

ABANDONMENT BY THE COUNTY

In case the **County** shall fail to comply with the terms of this contract and should fail or refuse to comply with said terms within ten (15) days after written notifications by the **Contractor**, the **Contractor** may suspend or wholly abandon the work, and may remove therefrom all machinery, tools and equipment. And thereupon the Engineer shall make an estimate of the total earned by the **Contractor**, which estimate shall include the value of all work actually completed

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by said **Contractor** at the prices stated in the attached proposal, the value of all partially completed work at a fair and equitable price, and the amount of all extra work performed at the prices agreed upon, or provided for by the terms of this contract, and a reasonable sum to cover the cost of any provisions made by the **Contractor**, to carry the whole work to completion and which cannot be utilized. The Engineer shall then make a final statement of the balance due the **Contractor** by deducting from the above estimate all previous payments by the **County**, all other sums that may have been retained by the **County**, under the terms of this Agreement, and shall certify same to the **County** who shall pay to the **Contractor** on or before thirty (30) days after the date of the notification by the **Contractor**, the balance shown by said final statement as due the Contractor under the terms of this Agreement.

BONDS

It is further agreed by the parties of this contract that the **Contractor** shall execute a performance bond, payment bond, and a maintenance bond, each in the sum of one hundred (100%) percent, in the forms provided for this purpose, and it agreed that this contract shall not be in effect until such bonds are furnished and approved by the **County**.

RIGHTS AND REMEDIES

Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

No action or failure to act by the **County** or Architect or **Contractor** shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such act or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

STANDARD FORM OF AGREEMENT

STATE OF TEXAS §

COUNTY OF CAMERON §

THIS AGREEMENT, MADE AND ENTERED INTO THIS THE ___ DAY OF _____, 20___, A.D., by and between the County of Cameron thereunto duly authorized so to do, Party of the First Part, hereinafter called County, and, of _____, Party of the Second Part hereinafter termed Contractor.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (County), and under the conditions expressed in the bond bearing every date herewith, the said Party of the Second Part (Contractor), hereby agrees with said Party of the First Part (County), to commence and complete the construction of certain improvements described as follows: Cameron County, **BID # 260402 OLD ALICE ROAD - PROJECT** and any extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement, Special Conditions of the Agreement, Technical Specifications and Plans and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories, with the conditions and prices stated in the Proposal attached hereto, in accordance with all General Conditions of the Agreement, Special Conditions of the Agreement, Technical Specifications and Plans and in accordance with the Plans, which include all maps, plats, blueprints and other drawings and printed or written explanatory matter thereof, and the specifications therefore, together with the Contractor’s written approval, and the General Conditions of the Agreement, Special Conditions of the Agreement, Technical Specifications and Plans and the Construction Bonds hereto attached, all of which are made a part hereof and collectively evidence and constitute the entire contract.

The Contractor hereby agrees to commence work within 10 days after the date written notice to do so shall have been given to him, and to substantially complete same within 408 working days, after the date of the written notice to commence work.

The County agrees to pay the Contractor in current funds the sum of \$ _____ (to include alternates# _____) for the performance of the Contract in accordance with the proposal submitted therefore, subject to additions and deductions as provided in the General Conditions of the Agreement, and to make payment on account thereof as provided therein.

Contractor further agrees not to do any work unless he has received a valid Purchase Order issued by Cameron County for payment of the work to be accomplished.

This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in

BID # 260402 OLD ALICE ROAD - PROJECT

writing, signed by the party to be charged. This Agreement may be amended, provided that no amendment, modification, or alteration of the terms of this agreement shall be binding unless the same is in writing and duly executed by the parties hereto.

All notices to Cameron County shall be sent by certified or registered mail, addressed to: Cameron County Judge, Cameron County Courthouse, 1100 E. Monroe, Brownsville, Texas 78520, and Cameron County Engineer, 1390 W. Expressway 83, San Benito, Texas 78586, or at such other address as the COUNTY may otherwise designate. All notices to Contractor shall be sent certified or registered mail, addressed to: _____ or at such other address as said Contractor may otherwise designate in writing.

This Agreement shall be governed by the laws of the State of Texas and venue shall be in Cameron County.

IN WITNESS WHEREOF, the parties of these presents have executed this Agreement in quadruplicate in the year and day first above written.

PARTY OF THE FIRST
(Contractor)

PARTY OF THE SECOND PART
(County)
Eddie Treviño Jr.
Cameron County Judge

ATTESTED BY:

Sylvia Garza Perez, County Clerk

NOTICE OF AWARD

TO:

PROJECT DESCRIPTION: **BID # 260402 OLD ALICE ROAD - PROJECT**

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement and Invitation to Bid dated _____.

You are hereby notified that your BID has been accepted in the amount of _____.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, Payment Bond, Maintenance Bond and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of the Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as forfeiture of your BID SECURITY. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of the NOTICE OF AWARD to the OWNER.

Dated the ____ day of _____, 20__.

OWNER: CAMERON COUNTY

BY:

TITLE: County Engineer

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____, this the _____ day of _____, 20__.

BY: _____

TITLE: _____

BID # 260402 OLD ALICE ROAD - PROJECT

Countersigned

BY: _____

Attorney-in-Fact, State of

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____, _____, Secretary of the Corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested to, for and in behalf of said corporation by authority of this governing body.

Title

(Corporate Seal)

* Power-of-attorney for person signing for surety company must be attached to bond.

ATTORNEY'S REVIEW CERTIFICATION

I, the undersigned, _____, the duly authorized and acting legal representative of the _____, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and am of the opinion that each of the agreements may be duly executed by the proper parties, acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties; and that the agreements shall constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

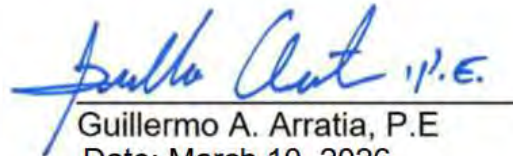
Attorney's signature: _____ Date: _____

Print Attorney's Name: _____

County: Cameron
CSJ: 0921-06-290, etc.
Highway: Old Alice Road
Limits: From: Sports Park Blvd

“The enclosed Texas Department of Transportation 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.”




Guillermo A. Arratia, P.E.
Date: March 10, 2026

County: Cameron
 CSJ: 0921-06-290, etc.
 Highway: Old Alice Rd
 Limits: From: Sports Park Blvd
 To: SH 100

UTILITY CERTIFICATION

This is to certify that all utilities have been adjusted in accordance with the appropriate directives covering the adjustment of utilities save for one utility within the project limits is in the process of being cleared. Cameron County anticipates clearance by the date listed below. Unless otherwise stated, clearance of these obstructions will be performed by their owners. Estimated clearance dates are not anticipated to interfere with the Contractor's operations. In the event the clearance dates are not met, requests for additional compensation or time will be made in accordance with the standard specifications.

The Contractor is invited to review the mapped information of obstructions on file with the Engineer.

UTILITY			
Utility Owner	Approximate Location	Estimated Clearance Date	Effect on Construction
AT&T	STA 17+49 to STA 85+00	4/10/2026	None
AT&T	STA 222+50 to STA 270+00	4/10/2026	None



Guillermo A. Arratia, P.E.

 Guillermo A. Arratia, P.E.
 Date: March 10, 2026

Local Government: Cameron County
 Responsible Person in Charge (RPIC):

Benjamin L. Worsham

 Benjamin L. Worsham, PE, PTOE, CFM
 Director of Transportation/County Engineer
 Date: March 17, 2026

County: Cameron
CSJ: 0921-06-290 , etc.
Highway: Old Alice Rd
Limits: From: Sports Park Blvd
To: SH 100

RIGHT OF WAY CERTIFICATION

This is to certify that acquisition of right-of-way was not required for this project.

RIGHT OF WAY ENCROACHMENT CERTIFICATION

This is to certify that no right-of-way encroachments existed within the limits of this projects or all removals of right-of-way encroachments have been completed.

RELOCATION ASSISTANCE CERTIFICATION

This is to certify that this project did not cause any displacement and steps relative to relocation advisory assistance and payments under the current FHWA directive(s) covering the administration of the Highway Relocation Assistance Program were not required.

RAILROAD WORK CERTIFICATION

This is to certify that no railroad work was required for this project.



Guillermo A. Arratia, P.E.
Guillermo A. Arratia, P.E.
Date: March 10, 2026

Local Government: Cameron County
Responsible Person in Charge (RPIC):

Benjamin L. Worsham
Benjamin L. Worsham, PE, PTOE, CFM
Director of Transportation/County Engineer
Date: March 17, 2026

2024 SPECS GENERAL NOTES:

General Requirements and Covenants to ITEMS 1L thru 9L:

For all pits or quarries, comply with the “Texas Aggregate Quarry and Pit Safety Act.”

Provide on a weekly basis a list of equipment, including idle equipment, utilized on the project that week.

The 1-800 call services for utility locations do not include Cameron County facilities. The contractor shall contact Cameron County directly to coordinate and verify the location of any underground utilities.

ITEM 2L: Instructions to Bidders

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

Roberto C. Luna, Purchasing Agent

Contractor questions will be accepted through email (purchasing@co.cameron.tx.us) or fax (956-550-7219) as specified in the invitation to bid.

All Contractor questions will be reviewed by the Engineer. Once a response is developed, it will be posted to the following address: Cameron County Purchasing Website
<https://www.cameroncountytexas.gov/purchasing-bids-rfpq-addms-tabs/>

All questions submitted that generate a response will be posted through this site.

ITEM 5L: Control of the Work

The responsibility for the construction surveying on this contract will be in accordance with Article 5.9.3., “Method C.”

Prior to contract letting, bidders may obtain a free computerized transfer of files (from the Engineer’s office) that contains the earthwork information. If copies of the actual cross-sections in addition to, or instead of the electronic files are requested, they will be available at the Engineer’s office for borrowing by copying companies for the purpose of making copies for the bidder at the bidder’s expense.

When a precast or cast-in-place concrete element is included in the plans, a precast concrete alternate may be submitted in accordance with “Standard Operating Procedure for Alternate Precast Proposal Submission” found online at <https://www.txdot.gov/business/resources/highway/bridge/bridge-publications.html#design>. Acceptance or denial of an alternate is at the sole discretion of the Engineer. Impacts to the project schedule and any additional costs resulting from the use of alternates are the sole responsibility of the Contractor.

ITEM 7L: Legal Relations and Responsibilities

No significant traffic generator events identified.

In accordance with Article 7.2.4. of the standard specifications, roadway, or lane closures during the following key dates and/or special events are prohibited:

- National Holidays
- The day before a National Holiday
- During emergency events such as natural disasters or as directed by the Engineer
- Local Special Event (list special event(s) and date-to-date duration(s), if applicable)

404 Permit Requirements:

The Contractor shall note that discharge of permanent or temporary fill material into the waters of the United States (U.S.), including jurisdictional wetlands, as necessary for construction, will require specific approval of the U.S. Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act.

TxDOT will obtain the appropriate nationwide or individual permit(s) when necessary, as dictated by project specific conditions and the potential to affect USACE jurisdictional areas to address the work detailed in the plans. The Contractor may review the permitted plans at the office of the Area Engineer in charge of construction. TxDOT will hold the Contractor responsible for following all conditions of the approved permit. If the Contractor cannot work within the limits or scope of this permit(s), then it becomes the Contractor's entire responsibility to consult with the USACE on the need for changes or amendments to the conditions of the existing permit(s) as originally obtained by TxDOT. However, the Contractor may request TxDOT to assist in this process by providing complete and specific revised details for TxDOT review and submittal to the USACE. For off project right of way coordination, the Contractor or his agent shall handle all activities directly with the USACE.

It is essential that any impacts to USACE jurisdictional waters of the U.S., including jurisdictional wetlands, be the minimum necessary to complete the proposed work. If the Contractor needs further explanation of the conditions of the permit, including means of compliance, they may contact the Pharr District Environmental Coordinator.

Project Specific Locations (PSL's) Coordination

The Contractor shall not initiate activities in a project specific location (PSL) associated with a U.S. Army Corps of Engineers (USACE) permit area that has not been previously evaluated by the USACE as part of the permitting for this project. Such activities include, but are not limited to, haul roads, equipment staging areas, borrow and disposal sites. Associated defined here includes materials delivered to or from the PSL. The permit area includes all waters of the U.S. or associated wetlands affected by activities associated with this project. Special restrictions may be required for such work. The Contractor shall be responsible for any and all consultations with the USACE regarding activities, including project specific locations (PSLs) that have not been previously evaluated by the USACE.

The Contractor shall provide the department with a copy of all consultation(s), or approval(s), from the USACE prior to 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 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 determination(s) that their activities do not affect a USACE permit area. The Contractor shall maintain copies of their determination(s) for review by the department or any regulatory agency.

The disturbed area for all project locations in the Contract, and the Contractor project specific locations (PSLs) within 1 mile of the project limits for the Contract, will further establish the authorization requirements for storm water discharges. The Department will obtain an authorization to discharge storm water from the Texas Commission on Environmental Quality (TCEQ) for the construction activities shown on the plans. The Contractor

is to obtain required authorization from the TCEQ for Contractor PSLs for construction support activities on or off the right of way. When the total area disturbed in the Contract and PSLs within 1 mile of the project limits exceeds 5 acres, provide a copy of the Contractor NOI for PSLs on the right of way to the Engineer and to the local government that operates a separate storm sewer system.

In order to expedite the approval process for PSL's or to eliminate or minimize potential impacts to project progress, initiate coordination efforts with the USACE **within 30 days from the date of "authorization to begin work"**. If this is not done, the Contractor waives the right to request any contract time considerations if project progress is impacted and PSL'S approval is still pending.

Requests submitted to the Area Engineer will be evaluated on this basis and will require documentation showing substantial early coordination efforts to expedite the approval process as herein stated. The request shall include a detailed chronological summary status with dates of coordination activities with the resource agencies, including those occurring after the initial coordination, to be reviewed and confirmed by the district's environmental section.

ITEM 8L: Prosecution and Progress

Working days will be computed and charged in accordance with Article 8.3.1.4. Standard Workweek.

Where road closures or detours around structures are necessary to accomplish proposed work, the removal of existing structures and/or cutting of existing pavement will not be permitted until all precast members for the proposed structure have been cast, tested, and approved for use.

Cameron County (CC) is required to provide 10 working days advanced written notice of all proposed bridge widening, rehabilitation, or demolition work to the Texas Department of State Health Services (TDSHS) to allow them the opportunity to both verify information provided regarding asbestos containing materials and abatement and observe the demolition/renovation work. Considering that this notice will be provided TDSHS at the beginning of the project for all affected bridge work based on start and finish dates included in the Contractor's original submitted work schedule, any schedule changes proposed by the Contractor shall be submitted to CC at least 15 days prior to the revised or original start date to accommodate the required coordination with TDSHS.

Prepare progress schedules using the Critical Path Method (CPM).

ITEM 100: Preparing Right of Way

Preparation of right of way will be done in accordance with the construction phasing shown on the Traffic Control Plans. Performance of this item will not be allowed outside of the project's current construction phase without prior approval by the Engineer.

The Contractor shall not begin any clearing operations before the resident Engineer has established and defined the trees and areas of vegetation that shall not be removed or disturbed by construction activities.

Removal of all existing vegetation and trees within the ROW will be subsidiary to prep ROW.

ITEM 132: Embankment

Embankment (DENS CONT) shall be Type C with a max. PI of 40. Material used as embankment material in the top two feet below the bottom of Flexible Base shall meet the following requirements based on preliminary tests and such other tests found necessary by the Engineer.

1. The material shall be such as to produce a well-bonded embankment and shall have a minimum PI of 8 and a maximum PI of 30.
2. The material's sulfate content, tested under TEX-145-E, shall not exceed 3,000 ppm.

It is the Contractor's responsibility to advise the Engineer of the location of the source sufficiently in advance to avoid delay.

Place Type 2 geogrid on top of constructed subgrade that is located within MSE wall limits or embankments constructed for bridge structures.

ITEM 160: Topsoil

Use topsoil as needed and directed by the Project Engineer for select problem areas. Unless otherwise approved by the Project Engineer, use topsoil from approved sources outside the right of way as per standard specifications. Existing topsoil is to be salvaged and retained for re-use on the project as topsoil.

ITEM 164: Seeding for Erosion Control

During drill seeding operations, application methods shall be in accordance with the method shown in the Standard Specification Book.

SS-1 Tacking Agent shall be a ratio of 2:1, two (Emulsion) to one (water) and applied at a rate of 0.05 gallons per square yard. The SS-1 Tacking Agent required for Drill Seed operations, will not be paid for directly, but will be subsidiary to Item 164 "Drill Seeding." Watering shall not be used with the Drill Seed Method. A biodegradable tacking agent may be used in lieu of the SS-1 tacking agent in accordance with the manufacturer's recommendations when approved by the Engineer.

Cool Season or Warm Season Grasses shall be included as part of Item 164 (See Table 3 and/or Table 4 in the Standard Specification Book or dates and seed type).

Seed mixture shall be as specified under Item 164.

ITEM 166: Fertilizer

Fertilizer rate is based on a rate of 100 Lbs. of Nitrogen per acre. The Nitrogen-Phosphorous Potassium (NPK) ratio shall include a minimum of 5% Phosphorous and 5% Potassium.

Fertilizer shall be homogenized.

ITEM 247: Flexible Base

The percent of density as determined by Compaction Ratio (Tex-113-E) for the new Flexible Base shall be a minimum of 98%.

The Contractor's attention is called to the fact that certain existing and/or proposed structures may be within the limits of the Flexible Base. It shall be the Contractor's responsibility to perform construction operations without damage to these structures.

For water added under Item 247, the sulfate content will not exceed 3000-ppm and the chloride content will not exceed 3000-ppm.

Proof roll constructed flexible base in accordance with Item 216, "Proof Rolling." Correct soft spots as directed.

ITEM 250: Geogrid Base Reinforcement

Provide a construction plan to the Engineer detailing how the base will be lime treated without damaging the Geogrid Base Reinforcement placed on top of the subgrade.

ITEM 251: Reworking Base Courses

Quantities of Flexible Base to be salvaged, shown on the typical sections, are for estimating purposes only. All acceptable base material encountered in existing base is to be salvaged as directed by the Engineer regardless of the quantities involved.

Salvaged base shall be used in the bottom course on any of the proposed roadway and/or turnout sections.

Salvaged base may be used on any of the proposed driveway sections.

All surplus salvage base not used on the project will remain the property of the Contractor, unless otherwise directed by Engineer.

ITEM 260: Lime Treatment (Road-Mixed)

The Contractor's attention is called to the fact that certain existing and/or proposed structures are within the limits of the lime-treated Subgrade. Unless otherwise directed by the Engineer, these structures shall be installed before the final rolling of this Subgrade. It shall be the Contractor's responsibility to perform the proper lime treating operation without damage to these structures.

The slurry method of applying lime will be required, except when the lime is to be added to naturally wet materials as directed by the Engineer.

For this project, the Engineer will direct a random number of lime trucks to be check weighed.

The percent of density as determined by Tex-121-E for the new and salvage Flexible Base shall be a minimum of 98% for all courses.

In order to avoid damaging the Geogrid, add lime to the first lift of new base and/or salvage base at a central mixing site or mixing plant away from the construction area. The Engineer shall approve the site or plant location and method of mixing.

Proof roll all constructed lime treated subgrade and bases courses in accordance with Item 216, "Proof Rolling." Correct soft spots as directed. Correction of soft spots in the subgrade or base courses will be at the Contractor's expense.

Contractor is to place an underseal and/or pavement course as indicated on plans within 14 calendar days of initial prime coat application. Otherwise, reapply prime coat as directed by the Engineer. Reapplication of the prime coat will be at the Contractor's expense.

Allow the mixture to mellow for a minimum period of 48 hours for all types of lime utilized. Additional time might be required due to sulfate and organic testing requirements, as directed by Engineer.

ITEM 300: Asphalts, Oils, and Emulsions

Temporary ramps/detours and driveways may use Performance Grade Binder 64-22.

ITEM 301: Asphalt Antistripping Agents

Hydrated Lime shall be added as an Antistripping additive between the rates of 1% minimum and 2.0% maximum by weight for Items 292, 341, 344, and 346. If the Hamburg Wheel Test cannot be met within these limits, Liquid Antistripping agents as approved by the Engineer may be used in conjunction with lime for Items 292, 341, 344, and 346.

ITEM 302: Aggregates for Surface Treatments

Loc.	County	CSJ	Highway	Binder	SAC
1	Cameron	0921-06-090	Old Alice Road	SPG 79-13	B

The aggregate for the surface treatment shall be surface dry before application unless otherwise directed by the Engineer.

ITEM 310: Prime Coat

The Contractor shall exercise diligence in the application of asphalt by the use of flagging and rolling procedures to keep from spraying or splattering the traveling public with asphaltic material.

All existing Flexible Base, which may become exposed by the milling operation, shall be primed at the rate of 0.2 Gal/SY.

Do not apply subsequent courses over the initial prime coat no earlier than 12 hours after the prime coat was applied, unless otherwise authorized or directed by the Engineer.

ITEM 316: Seal Coat

In addition to cleaning by brooming of paved surfaces to be sealed as required by this Item, blading may also be necessary to clean dirt and grass from edges of the pavement and/or turnout areas. The cost of this blading will not be paid for directly but will be considered subsidiary to the various bid Items of the project.

The type and grade of asphalt as shown on the plans and/or as directed by the Engineer, shall be used on these projects. Asphalt cement will be used during the warm season. An emulsified asphalt will be used during the cooler season if permitted in writing by the Engineer. The emulsified asphalt, if used, shall be CMS-1P. Estimated quantities shown for the bid Item is based on an average of the estimated rates of application for asphaltic cement and emulsified asphalt. These rates should be used for estimating and comparison purposes only.

The one or two-course surface treatment shall be in place for a sufficient period of time in the opinion of the Engineer, for the surface treatment to properly dry and cure before placing the Asphaltic Concrete Pavement.

Traffic will not be permitted on the surface treatment unless authorized by the Engineer.

When emulsified asphalt is used, do not apply subsequent courses over the surface treatment any earlier than the day after the surface treatment was applied, unless otherwise authorized or directed by the Engineer.

Contractor is to place ACP layer(s) as indicated on plans within 14-calendar days of seal coat placement unless otherwise directed by the Engineer.

ITEM 344: Superpave Mixtures

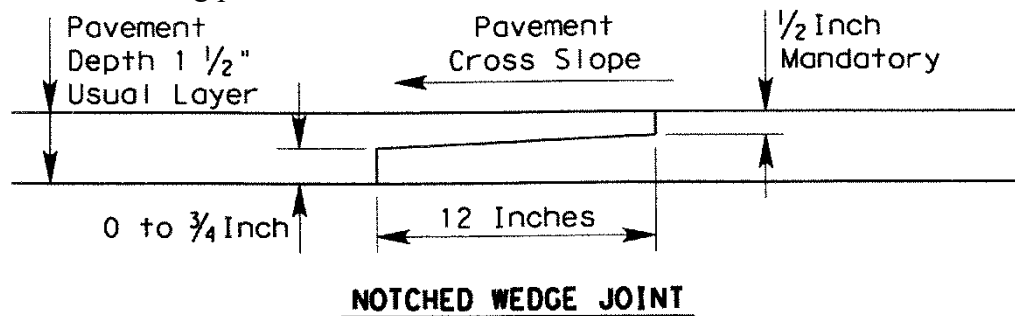
The Contractor shall exercise diligence in the application of "Bonding Course" by the use of flagging and rolling procedures to keep from spraying or splattering the traveling public with asphaltic material.

Blading (not to exceed more than 3-ft from the pavement edge) may also be necessary to clean dirt and grass from pavement edges and turnout areas as work under this bid Item. The cost of this blading will not be paid for directly but shall be considered subsidiary to this bid Item.

Level-up will be placed before the surface course. An asphaltic concrete spreading and finishing machine and/or motor graders; when approved by the Engineer may be used to place the ACP level-up.

Aggregates used on shoulders and ramps are required to meet SAC requirements.

All unconfined longitudinal joints shall be constructed with a joint maker providing a maximum 1/2-inch vertical edge and a minimum 6:1 edge taper or as approved by the Engineer. The Engineer may waive this requirement when no impacts to the traveling public are foreseen.



The engineer may allow for variances to the dimensions shown.

Public and private driveways need to have a smooth vertical transition between the edge of pavement and the existing driveways. The Contractor is to add a vertical taper if needed which will be subsidiary to Item 344.

The use of RAP and RAS (recycled asphalt shingles) will not be allowed as part of the mix design for the final riding surface.

Use a release agent from the Department's MPL to clean and to coat the inside of truck beds for hauling equipment. Hauling equipment shall be cleaned prior to hauling material to job site. Submit a copy of the bill of lading to the Engineer as part of the QCP. Ensure the pavement is free from any spillage of hydraulic oil or diesel from construction equipment. The Department may reject trucks that contain any foreign material and suspend production if the pavement is contaminated by any pollutants mentioned above.

The percentage of RAS used in the total mix shall not exceed 3% when allowed.

SAC B aggregate must have material properties that require 10 or less on the magnesium sulfate soundness test and 20 or less on the Micro-Deval test.

ITEM 3007 – Bonding Course

The minimum application rates are listed in Table BC.

The target shear bond strengths are listed in Table BCS. Results from these informational tests will not be used for specification compliance.

Table BC

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

Table BCS (For Informational Tests)

Material	Target Shear Bond Strength (Tex-249-F psi)
<i>SMA – Stone-Matrix Asphalt</i>	60.0
<i>All Other Materials</i>	40.0

ITEM 354: Planing and Texturing Pavement

Contractor is to place seal coat or ACP layer(s) as indicated on plans within 14-calendar days of planing/milling operation unless otherwise directed by the Engineer.

All planing/milling operation drop offs greater than 1-inch need to have a 3:1 slope taper unless otherwise directed by the Engineer. The cost of the 3:1 slope taper is subsidiary to Item 354.

For locations on the plans that propose full width planning/milling as shown on the typical sections, Contractor is to place seal coat or ACP layer(s) as indicated on the plans within 2-calendar days of the planing/milling operation unless otherwise directed by the Engineer. Contractor will not be allowed to move onto the next planing/milling location or seal coat/ACP overlay location until the exposed area is covered as per above. Contractor cannot get paid for the planing/milling operation until exposed area is covered as per above.

ITEM 400: Excavation and Backfill for Structures

If the Contractor elects to cut pavement (existing/detour) for structural work beyond that required by the construction phasing shown in the plans and approved by the Engineer, it shall be restored at his expense and backfilled to its original condition or better in accordance with Item 400.

Unless shown otherwise in the plans, use a 1-ft depth for Item 400 Structural Excavation (Special) for gravel bedding needed below drainage structures with unstable material.

Structural Excavation Special (Gravel):

Use durable natural stone when tested in accordance with Tex-411-A, has weight loss of no more than 18% after 5 cycles of magnesium sulfate solution. Provide gravel conforming to an aggregate Grade No. 1 as shown on Table 4 of Article 421.2.

ITEM 416: Drilled Shaft Foundations

Payment for furnishing and installing anchor bolts mounted in drill shafts will be included in the unit price bid for the various diameter drill shafts.

The Contractor shall coordinate with the utility companies to verify utility locations before drilling foundations.

The Contractor shall form, or provide a smooth finish, the portions of drilled shaft that project above the ground line. Place a $\frac{3}{4}$ inch chamfer on the top edge of each pole foundation. This work will not be paid for directly but will be considered subsidiary to this bid Item.

All drilled shaft foundations will be based on the lengths shown on the plans or those established in writing. Adequate calculations for measurements of foundations have been made in accordance with Article 9.1. of the Standard Specifications. Increases or decreases in the quantities required by change in design will be measured as specified and the revised quantities will be the basis for payment.

In the presence of excess ground water and/or unstable conditions in sub-grade soils prevents excavation to the line and depths indicated on the plans for "Drilled Shaft Foundation", other proposed methods of foundation installation such as casing, etc. shall be submitted for review and approved by the Engineer.

ITEM 420: Concrete Substructures

Pay bent concrete as plan quantity.

ITEM 421: Hydraulic Cement Concrete

Provide Sulfate Resistant Concrete for all concrete piling and drilled shafts.

Provide equipment at the batch plant for determining the free moisture and/or absorption of aggregates in accordance with applicable TXDOT Test.

Submit to the Engineer for approval the project locations for all Portland Cement concrete washout areas prior to starting any concrete work.

Fiber Reinforced Concrete is not permitted.

ITEM 423: Retaining Walls

Water furnished by the Contractor for sprinkling and compacting backfill shall be from a municipal water supply approved by the State Health Department or shall meet the requirements for Mixing Water as specified in Item 421.

ITEM 427: Surface Finishes for Concrete

Provide surface finishes for concrete as follows:

- (1) Bridge overpass and underpass structures – surface area I, opaque sealer coating (color to be determined by the Engineer).
- (2) Bridge waterway crossings and bridge class box culvert structures – surface area II, opaque sealer coating (color to be determined by the Engineer).

Concrete traffic barrier/railing (roadway and bridge) and retaining wall coping - opaque sealer coating (color to be determined by the Engineer) to all exposed surfaces.

ITEM 432: Riprap

Provide Class “A” concrete minimum for riprap aprons placed around all box culvert and pipe safety end treatments. Provide ¼-inch thick dummy joints at least every 15-ft for riprap aprons placed around box and pipe culverts.

Do not use fiber reinforced concrete RIPRAP on side slopes equal to or steeper than 6:1 unless approved by the Engineer.

ITEM 462: Concrete Box Culverts and Drains

Provide joints in pre-cast concrete box culverts using any of the methods specified in Item 464, except mortar joints.

Provide pre-cast concrete boxes to expedite traffic handling unless otherwise shown on the plans.

Provide the Area Engineer with the casting schedule of all pre-cast concrete boxes prior to beginning any fabrication.

ITEM 464: Reinforced Concrete Pipe

Use tongue and groove pipe where the RCP extends into the lime treated subgrade. The 4-foot depth restriction for heavy equipment passage over pipe structures is voided. The Contractor will be responsible for any construction damage to these facilities.

Do not use mortar joints.

All reinforced concrete pipe shall include rubber gaskets unless shown otherwise on the plans or directed by the Engineer.

ITEM 465: Junction Boxes, Manholes, and Inlets

For TY PSL with RG, FG, or SFG lid inlets, provide Class B concrete riprap with (6”x6” W3xW3 (No. 6 gauge) welded wire fabric) for any side that is touching the natural ground. The riprap will be 4-in thick and 3-ft wide with an 8-in deep by 6-in wide toe unless otherwise shown in the plans. The cost will be subsidiary to Item 465, unless otherwise shown in the plans.

For all inlet extensions, provide a temporary circular curb/inlet extension opening for drainage during construction. The circular opening will be a 4-in Diameter by 2-in deep slot that matches the statewide PCO standard. Fill curb circular curb/inlet extension opening with epoxy and mortar as per Item 429 Concrete Structure Repair specifications. Epoxy and mortar are subsidiary to Item 465.

ITEM 467: Safety End Treatment

All Type II SET’s shall have riprap, Class “A” minimum, aprons as shown on the plans. The Contractor may submit an alternate precast SET design for approval by the Engineer.

ITEM 471: Frames, Grates, Rings, and Covers

All grates will be tack welded to the frames in a manner satisfactory to the Engineer.

ITEM 496: Removing Structures

Store the following items to be salvaged at a location designated by the Engineer.

ITEM 502: Barricades, Signs, and Traffic Handling

Shadow vehicles equipped with Truck-Mounted Attenuators are required for traffic handling. See notes for Item 505: Truck Mounted Attenuator (TMA) and Trailer Attenuator (TA), for additional references pertaining to the TMAs.

Replace/relocate all regulatory signs removed due to construction operations with the same sign on fixed support(s) immediately upon its removal. First obtain Project Engineer approval before removing any regulatory roadway sign. Required flaggers are to be available to direct traffic during sign intermediate down time.

Relocate any Directional Sign Assemblies removed during construction operations immediately upon their removal.

These signs shall be relocated to a location in accordance with the Latest Version of the “Texas Manual on Uniform Traffic Control Devices”. In no case will a sign be removed without a replacement sign and support(s) being readily available and a location established. Removal and relocation of these signs required for traffic control will not be paid for directly but shall be considered subsidiary to Item 502.

From the beginning to the end of the project, all traffic control devices need to be in acceptable condition as per the Texas Quality Guidelines for Work Zone Traffic Control Devices.

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 “Safety Contingency” is not intended to be used in lieu of bid Items established by the contract.

Remove and dispose of all litter, debris, objectionable material, excess materials that accumulate at the base of all traffic control devices as directed by the Engineer.

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

In addition to the shadow vehicles with truck mounted attenuator (TMA) that are specified as being required on the traffic control plan for the project, provide 2 additional shadow vehicle(s) with TMA as per TCP (2-1) -18 as detailed on General Note 5 of this standard sheet;
or as per TCP(2-2) -18 as detailed on General Note 7 of this standard sheet;
or as per TCP(2-3) -23 as detailed on General Note 8 of this standard sheet;

Therefore, 3 total shadow vehicles with TMA will be required on this project for the type of work as shown on the plans. The Contractor will be responsible for determining if one or more of his construction operations will be ongoing at the same time and thus determine the total number of TMAs needed for the project.

ITEM 506: Temporary Erosion, Sedimentation, and Environmental Controls

Before starting each phase of 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. Location of construction exits are to be approved by the Engineer. After completing earthwork operations reseed and restore the disturbed areas with the Department's specifications for temporary or permanent erosion control (for stabilization or finished work). 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.

ITEM 508: Constructing Detours

Flexible Base, prime coat, and Asphaltic Concrete Pavement used for detours shall meet the requirements of Items 247, 310 and 341 respectively, except for measurement and payment.

ITEM 512: Portable Traffic Barrier

During the various construction phases, provide drainage slots in every temporary concrete traffic barrier used for traffic control in order to handle temporary drainage. Provide any additional drainage measures needed as directed by the Engineer.

ITEM 529: Concrete Curb, Gutter, and Combined Curb and Gutter

Before final acceptance of the project, remove discoloration caused by tire marks, mud, asphalt, paint, or other similar material by any method satisfactory to the Engineer to achieve a uniform color and texture of the finished surface exposed to view.

Curb attached to the MBGF thrie-beam transition section will be subsidiary to the MBGF transition.

ITEM 530: Intersections, Driveways, and Turnouts

Prime coat shall meet the requirements of Item 310.

Public and private driveways need to have a smooth vertical transition tie-in between the proposed driveway and the existing driveway. The Contractor is to add a vertical taper if needed which will be subsidiary to Item 530.

ITEM 531: Sidewalks

Construct ¼-inch thick score joints at a maximum 6-foot spacing and expansion joints at a maximum 18 foot spacing. Construct a joint in the center of the sidewalk if it is over 15-feet wide. For steel reinforcement, use 6x6-inch spacing with #3 bars or 6x6 – D6 welded wire fabric.

ITEM 540: Metal Beam Guard Fence

The optional terminal anchor post with the terminal connector will be required as shown on the Metal Beam Guard Fence Standard.

Galvanize the rail elements supplied for this project using a Type II Zinc Coating.

ITEM 542: Removing Metal Beam Guard Fence

Dispose all metal beam guard fence materials unless shown otherwise in the plans.

ITEM 544: Guardrail End Treatments

Label “end treatment type” on backside of unit at time of installation.

ITEM 545: Crash Cushion Attenuators

The unit price bid for EACH crash cushion attenuator is inclusive of all components that are required for complete installation of the system, and in compliance with the plans and manufacturer’s recommendations. This includes (but is not limited to) system transition panels, anchor blocks, foundation pads, and any other elements required for the full installation of the system in its entirety. These components will not be paid for directly but will be considered subsidiary to this item.

ITEM 560: Mailbox Assemblies

Coordinate and verify final mailbox locations with TxDOT and the US Postmaster.

ITEM 618: Conduit

All conduit ends in pole bases, controllers and ground boxes shall be plugged with 4 to 6 inches of polyurethane sealant or its equivalent after cables are in place.

Conduit shall be placed in a straight line not to exceed 2.0 feet in any direction. The depth of the conduit shall be 2.0 feet except when crossing a roadway where the depth shall not be more than 3.0 feet nor less than 1.0 foot below the bottom of the base material in the roadway when placed by the jacking or boring method. Any evidence of damage to the roadway during the jacking or boring operation shall be sufficient grounds to stop the method being used.

Conduit runs under paved roadways or driveways shall be jacked or bored and then pushed across. At these locations, galvanized rigid metal may be used. All other runs shall be made by trenching. Existing pavement which will be removed, reconstructed, or overlaid with new pavement may be trenched across. Trenches for conduit runs shall be a minimum 2 feet deep and 4 inches wide. The conduit shall be placed on a 2-inch sand cushion and then backfilled with a minimum of 6 inches sand fill. The remainder of the trench shall be backfilled with flexible base, soil or two-sack concrete as required by location of conduit on the project or as directed. The top 3 inches shall match the existing surface material.

All conduit elbows and rigid extensions required to be installed on PVC conduit systems will not be paid for separately but will be considered subsidiary to the various bid Items.

Use materials from prequalified Material Producer List as shown on the Texas Department of Transportation (TxDOT) - Construction Division’s (CST) Material Producer List. Category is “Roadway Illumination and Electrical Supplies.”

ITEM 620: Electrical Conductors

For Flashing Beacons (Item 685) and Ped poles (Item 687) within the project, provide single-pole breakaway disconnects.

Use Bussman HEBW, Littelfuse LEB, Ferraz-Shawmut FEB, or equal on ungrounded conductors.

For all grounded conductors use Bussman HET, Littelfuse LET, Ferraz-Shawmut FEBN, or equal on ungrounded conductors. For all grounded conductors use Bussman HET, Littelfuse LET, Ferraz Shawmut FEBN, or equal. These breakaway connectors have a white colored marking and a permanently installed solid neutral.

ITEM 621: Tray Cable

Connect luminaires on traffic signal poles using a 4-conductor tray cable with conductor colors of red, black, and green #12 AWG (XHHW). The white (neutral) conductor will not be needed and will be capped.

ITEM 628: Electrical Services

Arrange for and cooperate with the utility company to provide electrical power for the service(s) shown and as required by the plans. A meter will be required on all electrical services.

ITEMS 636: Signs

Complete sign blanks and panels shall be handled and stored at the job site in such a manner that corners, edges and faces are not damaged. Finished sign blanks shall be stored in either a weatherproof warehouse or outside and off the ground in a vertical position. All paper, cardboard and chemically treated separators and packaging shall be removed prior to outside storage.

ITEM 644: Small Roadside Sign Assemblies

All signs shall be installed as shown in the plans and in accordance with the current edition of the "Texas Manual on Uniform Traffic Control Devices" and the "Sign Crew Field Book" (SCFB).

All signs shall be erected according to the locations shown on the signing layout sheets except that a sign may be shifted in order to secure a more desirable location. All sign locations will be staked as shown in the plans and as approved. It is the intent of the plans to erect all roadside traffic signs with the sign edge a minimum of 6 feet from the edge of the shoulder, or if none, 12 feet from the edge of the travel lane. In curb and gutter sections, the sign edge shall be a minimum of 2 feet from the face of the curb.

For this project, aluminum type sign blanks as provided for under Item 636 will be required for all proposed signing installed under Item 644. Aluminum sign blanks less than 7.5 square feet shall be 0.08-inch-thick, sign blanks 7.5 to 15 square feet shall be 0.100-inch-thick and sign blanks greater than 15 square feet shall be 0.125 inch thick.

All excess excavation shall be spread uniformly inside the right of way as directed and shall be included in the price of these Items.

Sign types which design details are not shown on the plans shall conform with the latest edition of the Department's "Standard Highway Sign Design for Texas" Manual.

Signs shown to be removed shall include the complete sign installation and separate the sign post at the concrete foundation. The concrete foundation shall be disposed in accordance with this bid Item. Except for concrete foundations, all removed sign panels, sign posts, and hardware shall remain then property of the Department. All removed sign installations shall be completely disassembled. All salvageable sections of sign panels shall be recycled by TxDOT. The removed sign material will be required to be hauled to the maintenance yard closest to the project. No signs shall be removed without prior approval.

ITEM 656: Foundations for Traffic Control Devices

The dimensions shown on the plans for location of signal pole foundations, conduit and other items may be varied to meet existing conditions as approved.

The work area shall be cleaned up and all loose material resulting from the contract operations shall be removed from the work area each day before work is suspended.

No traffic signal pole shall be placed on the foundations prior to seven (7) days following placement of concrete.

ITEM 658: Delineator and Object Marker Assemblies

Delineator assemblies shall be installed 8 feet from the edge of the shoulder unless restricted by some obstruction, in which case, the delineator assembly shall be placed between 2 and 8 feet from the edge of the shoulder.

Bi-directional object markers shall be in accordance with the D&OM standard sheets. The Contractor is directed to the standards when instructed where and how to install the object markers.

ITEMS 662 and 666: Work Zone Pavement Markings and Retroreflectorized Pavement Markings

All permanent pavement markings and work zone pavement markings for this project under these Items shall be 0.100 inches (100 mil) thick thermoplastic.

Any permanent pavement markings or non-removal work zone pavement markings lacking reflectivity in accordance with the requirements of Tex 828-B, or that fail to meet minimum retro reflectivity requirements for longitudinal pavement markings when required, will be addressed per the requirements of the specification. The roadway will be re-striped at no additional compensation.

Pavement surface preparation for markings and markers will not be paid for directly but shall be considered subsidiary to Item 666.

Prior to any striping operations, an on-site coordination meeting between all the parties involved will be required to review striping details and requirements to ensure quality work.

The beads used on this project shall meet the requirements of Departmental Materials Specification DMS-8290, Glass Traffic Beads Texas Type II & III. Use a 50% Type II/ 50% Type III mix utilizing a double drop system with Type III beads dropped first.

ITEM 677: Eliminating Existing Pavement Markings and Markers

Asphalt and aggregate types and grades shall be as approved in writing when a surface treatment is used to eliminate existing pavement markings.

ITEM 680: Highway Traffic Signals

The installation of highway traffic signals shall consist of the following principal Items:

1. Furnishing and installing 16-phase full traffic actuated controllers, base mounted cabinets, conflict monitors, load switches and loop amplifiers.
2. Furnishing and installing either steel mast arm poles, or steel strain poles and span wire and pedestal poles (as shown on plans), electrical service, luminaires, signal heads, signal cables, pedestrian heads and pedestrian push buttons with signs that meet the "Americans with Disabilities Act" Standards, loop detectors, ground boxes, conduit runs and controller concrete foundations.
3. Removal and disposal of existing signal material specified in the plans.
4. All other Items not listed above which are needed to provide for complete traffic signal installations and for proper signal operation as called for in the plans and specifications shall be furnished and installed.

Any deviation of location for proposed signal work shall be as approved.

Signal controller

The signal installations shall be wired in accordance with the phase diagrams in the plans. The proposed base mounted cabinet shall contain 16-phase conflict monitor which display the "R-Y-G" and "Walk" phases. In addition to detecting phasing conflicts, the conflict monitor shall also be able to detect multiple signal head indications within every phase. The conflict monitor shall continue to operate in the event of a power supply failure in the timer and shall be able to retain in memory the time and date of the failure detection. Time changes shall be programmable in the field without replacing components or use of external devices. The full-actuated controller shall meet N.E.M.A. Specifications.

A controller manufacturer's technician shall be required to load initial timing programs into the controllers as called for in the plans. Once the traffic signals are turned on, the same technician shall monitor the signal operation and traffic movement and shall adjust settings for best signal operation. The technician shall provide the State with a certification that the timing plan and coordination has been established according to the plans. This certification shall include a record showing all settings and functions programmed into the timer and any related units.

The controller must be delivered with two sets of wiring diagrams and operating manuals enclosed in a weatherproof bag.

All wiring not covered by the plans and specifications shall be in accordance with the latest edition of the National Electrical Code.

Existing utilities

The exact location of existing underground utilities shall be verified with the utility companies prior to construction to avoid conflict with or damage to these utilities.

Coordination with the utility companies will be required to make any adjustments, due to utility conflicts, as defined in the specifications or deemed necessary.

Uniformity in Equipment

1. All traffic signal heads furnished shall be by the same manufacturer.

2. All signal fittings and pipe brackets shall be of an approved metallic material and of the same design and manufacturer.
3. All traffic signal poles furnished shall be by the same manufacturer.
4. All loop detector amplifiers furnished shall be by the same manufacturer.

Handling of Traffic

Roads and streets shall always be kept open to traffic. The setting of loop detectors shall be arranged so as to close only one lane of a roadway at a time. The installation of signal heads, poles and conduit shall also be arranged so as to permit the continuous movement of traffic in both directions at all times.

All construction operations shall be conducted to provide the least possible interference to traffic as shown on the plans, as provided for in the specifications and/or as directed. All signing, barricading, and handling of traffic shall conform to the current edition of the "Texas Manual on Uniform Traffic Control Devices".

Sequence of work

1. The existing traffic signal installations shall always remain in operation during construction of the proposed traffic signal installations or modifications.
2. The complete removal of the specified existing traffic signals or specified Items will be required when the proposed traffic signal installations are in place and operational.
3. All labor, tools, and materials used to remove the specified existing traffic signal material shall not be paid for directly but be considered subsidiary to the various items of work.
4. Final inspection shall be conducted in conjunction with the district signal shop.

ITEM 682: Vehicle and Pedestrian Signal Heads

All signal heads shall be covered with burlap from the time of installation until the signal is placed in operation. All signal heads shall be of polycarbonate material and yellow in color. Signal heads shall have standard detachable visors. LEDs shall be furnished for all traffic signal heads.

Signal heads shall be positioned carefully to provide the best view of signal indications to motorists. All signal heads shall be installed to a neat overall appearance. Nominal height for signal heads above pavement surface shall be 18 feet 6 inches, plus/minus 3 inches.

Pedestrian signal heads shall be positioned carefully to provide the best view to pedestrians.

ITEM 684: Traffic Signal Cables

All signal cable shall be #12 AWG; 2/c loop. Lead-In shall be #14 AWG shielded and loop wires in pavement.

ITEM 686: Traffic Signal Pole Assemblies (Steel)

The locations for the proposed traffic signal poles are approximate. The exact locations will be determined in the field in coordination with the District Signal Shop.

Erection and/or removal of poles and luminaries located near any overhead electrical power lines shall be accomplished using established industry and utility safety practices. The appropriate utility company shall be consulted with prior to beginning such work.

ITEM 5029: Bird Exclusion Methods

Contractor's attention is directed to the plan's EPIC sheets, Bird Exclusion Detail standard sheets and shall refer to the Migratory Bird Treaty Act requirements. Also, refer to the TPWD BMPs sheets for specific adherence to the environmental requirements of the Best Management Practices.

SPECIAL PROVISIONS

PREFACE:

The "Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges" of the Texas Department of Transportation, 2024, as amended and augmented by the Supplemental Specifications following, shall govern the performance of the Contract. These specifications hereby are made a part of the Contract as fully and with the same effect as if set forth at length herein.

Attention is directed to the fact that any other documents printed by the Texas Department of Transportation modifying or supplementing said "Standard Specifications", such as Standard Supplemental Specifications, Special Provisions (by the Department), Notice to Bidders, etc., do not form a part of this Contract nor govern its performance, unless specifically so-stated in the Supplemental Specifications herein contained.

References to "Proposal" have been changed to "Bid" in the Cameron County's documents for this contract, including many standard TxDOT terms such as "Examination of Site of Work and Bid [Proposal]". This shall be accounted for when working contract documents prepared by the Cameron County with those standards prepared by TxDOT.

References made to specific section numbers in these Special Provisions, or in any of the various documents which constitute the complete Contract Documents, shall, unless otherwise denoted, be construed as referenced to the corresponding section of the "Standard Specifications" issued by the Texas Department of Transportation in 2024 and the included "Items 1-9 General Requirements and Covenants" issued by the Cameron County.

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 1L TO 9L INCL., GENERAL REQUIREMENTS AND COVENANTS
ITEM 100 PREPARING RIGHT OF WAY (103)(752)
ITEM 104 REMOVING CONCRETE
ITEM 110 EXCAVATION (132)
ITEM 132 EMBANKMENT (100)(110)(160)(204)(210)(216)(400)
ITEM 160 TOPSOIL (168)
ITEM 164 SEEDING FOR EROSION CONTROL (162)(166)(168)
ITEM 168 VEGETATIVE WATERING
ITEM 204 SPRINKLING
ITEM 247 FLEXIBLE BASE(105)(204)(210)(216)(520)
ITEM 250 GEOGRID BASE REINFORCEMENT
ITEM 251 REWORKING BASE COURSES (204)(210)(216)(247)(520)
ITEM 260 LIME TREATMENT (ROAD MIXED) (105)(132)(204)(210)(216)(247)(300)(310)(520)
ITEM 310 PRIME COAT (300)(316)
ITEM 316 SURFACE TREATMENTS (210)(300)(302)(341)(520)
ITEM 344 SUPERPAVE MIXTURES (300)(301)(320)(504)(520)(585)
ITEM 354 PLANING AND TEXTURING PAVEMENT
ITEM 400 EXCAVATION AND BACKFILL FOR STRUCTURES (110)(132)(401)(402)(403)(416)(420)(421)(423)
ITEM 402 TRENCH EXCAVATION PROTECTION
ITEM 409 PRESTR CONCRETE PILING (404)(405)(420)(421)(424)(425)(440)
ITEM 416 DRILLED SHAFT FOUNDATIONS (405)(420)(421)(423)(440)(448)
ITEM 420 CONC SUBSTRUCTURES (400)(404)(421)(422)(426)(427)(440)(441)(448)
ITEM 422 CONCRETE SUPERSTRUCTURES (420)(421)(424)(440)(448)(454)(780)
ITEM 423 RETAINING WALLS (110)(132)(216)(400)(416)(420)(421)(424)(440)(445)(458)(556)
ITEM 425 PRECAST PRESTRESSED CONCRETE STRUCTURAL MEMBERS (409)(420)(421)(424)(426)(427)
(434)(440)(442)(445)(448)(504)
ITEM 432 RIPRAP (247)(420)(421)(431)(440)
ITEM 450 RAILING (420)(421)(422)(424)(440)(441)(442)(445)(446)(448)(540)
ITEM 454 BRIDGE EXPANSION JOINTS (429)(442)(785)
ITEM 462 CONC BOX CULVERTS AND DRAINS (400)(402)(403)(420)(421)(422)(424)(440)(464)(465)(467)(471)(476)
ITEM 464 REINFORCED CONCRETE PIPE (400)(402)(403)(420)(421)(424)(440)(462)(465)(467)(471)(476)
ITEM 465 JUNCTION BOXES, MANHOLES, AND INLETS (400)(420)(421)(424)(440)(462)(464)(471)(476)
ITEM 467 SAFETY END TREATMENT (400)(420)(421)(432)(440)(442)(445)(460)(464)
ITEM 479 ADJUSTING MANHOLES AND INLETS (400)(421)(465)(471)
ITEM 496 REMOVING STRUCTURES
ITEM 500 MOBILIZATION
ITEM 502 BARRICADES, SIGNS, AND TRAFFIC HANDLING (503)(505)(510)
ITEM 505 TRUCK-MOUNTED ATTENUATOR (TMA) AND TRAILER ATTENUATOR (TA)
ITEM 506 TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS (161)(432)(556)

ITEM 508 CONSTRUCTING DETOURS
ITEM 512 PORTABLE TRAFFIC BARRIER (420)(421)(424)(440)(442)(445)(502)(514)
ITEM 529 CONCRETE CURB, GUTTER, AND COMBINED CURB AND GUTTER (360)(420)(421)(440)
ITEM 530 INTERSECTIONS, DRIVEWAYS, AND TURNOUTS (247)(260)(275)(276)(292)(316)(330)(334)(360)(421)(440)
ITEM 531 SIDEWALKS (104)(360)(420)(421)(440)(530)
ITEM 540 MTL W-BEAM GUARD FENCE (421)(441)(445)(492)(529)
ITEM 542 REMOVING METAL BEAM GUARD FENCE
ITEM 544 GUARDRAIL END TREATMENTS
ITEM 545 CRASH CUSHION ATTENUATORS (421)(502)
ITEM 560 MAILBOX ASSEMBLIES
ITEM 618 CONDUIT (400)(445)(476)
ITEM 620 ELECTRICAL CONDUCTORS (610)(628)
ITEM 621 TRAY CABLE (620)
ITEM 624 GROUND BOXES (420)(421)(432)(440)(618)(620)
ITEM 628 ELECTRICAL SERVICES (441)(445)(449)(618)(620)(627)(656)
ITEM 644 SMALL ROADSIDE SIGN ASSEMBLIES (421)(440)(441)(442)(445)(636)(656)
ITEM 658 DELINEATOR AND OBJECT MARKER ASSEMBLIES (445)
ITEM 662 WORK ZONE PAVEMENT MARKINGS (666)(668)(672)(677)
ITEM 666 RETROREFLECTORIZED PAVEMENT MARKINGS (316)(502)(667)(677)(678)
ITEM 668 PREFABRICATED PAVEMENT MARKINGS (678)
ITEM 672 RAISED PAVEMENT MARKERS (677)(678)
ITEM 677 ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS (300)(302)(315)(316)
ITEM 680 HIGHWAY TRAFFIC SIGNALS (416)(450)(531)(610)(618)(620)(621)(624)(625)(628)(636)(656)(682)(684)(685)(686)(687)(688)
ITEM 682 VEHICLE AND PEDESTRIAN SIGNAL HEADS
ITEM 684 TRAFFIC SIGNAL CABLES (625)(680)(690)
ITEM 686 TRAFFIC SIGNAL POLE ASSEMBLIES (STEEL) (416)(421)(441)(442)(445)(449)(610)(613)(614)(650)(654)
ITEM 688 PEDESTRIAN DETECTORS AND VEHICLE LOOP DETECTORS (618)(624)(682)(684)

TXDOT SPECIAL SPECIFICATIONS:

ITEM 1000 PRESSURE IRRIGATION POLYVINYL CHLORIDE (PVC) PIPE
ITEM 3007 BONDING COURSE
ITEM 6008 RADAR VEHICLE DETECTION SYSTEM FOR SIGNALIZED INTERSECTION CONTROL

CAMERON COUNTY SPECIFICATIONS

ITEM 1007 WATER MAIN PIPE(PVC)(DR18)(DR25)(C900)
ITEM 1007 VALVES, HYDRANTS, AND APPURTENANCES
ITEM 1007 IRRIGATION WELLS, GATES, AND VALVES
ITEM 5029 BIRD EXCLUSION METHODS
ITEM 7004 JACK, BORING OR TUNNELING CASING STEEL
ITEM 7004 CASHING STEEL (OPEN TRENCH)
ITEM 7006 SANITARY SEWERS
ITEM 7025 WATER MAINS (STEEL CASING)

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

SPECIAL CONTRACT PROVISIONS FEDERAL-AID CONTRACTS (FHWA 1273)

WAGE RATES

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

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

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

SPECIAL PROVISION "SCHEDULE OF LIQUIDATED DAMAGES" (000---018L)

SPECIAL PROVISION "DISADVANTAGED BUSINESS ENTERPRISE IN FEDERAL-AID CONTRACTS" (000---022L)

SPECIAL PROVISION "INSTRUCTIONS TO BIDDERS" (002---003L)

SPECIAL PROVISION "AWARD AND EXECUTION OF CONTRACT" (003---006L)

SPECIAL PROVISION "CONTROL OF MATERIALS" (006--009L)

SPECIAL PROVISION "EMBANKMENT" (132-001)

SPECIAL PROVISION "SEAL COAT" (316-001)

SPECIAL PROVISION "EXCAVATION AND BACKFILL FOR STRUCTURES" (400-001)

SPECIAL PROVISION "MOBILIZATION" (500-001)

SPECIAL PROVISION "TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS" (506-001L)

SPECIAL PROVISION "METAL BEAM GUARD FENCE" (540-001)

SPECIAL PROVISION "RAISED PAVEMENT MARKERS" (672-001)

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

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

REQUIRED CONTRACT CLAUSES FOR CONTRACTS UNDER FEDERAL AWARD

2 C.F.R. § 200.327 & 2 C.F.R. PART 200, APPENDIX II, REQUIRED CONTRACT CLAUSES FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

The United States Office of Management and Budget (OMB) issued in 2 C.F.R. 200: *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance). Subpart D: Post Federal Award Requirements: 2 CFR §§200.317-200.327 of the Uniform Guidance contain provisions applicable to procurements made with federal grant funding. [Except as otherwise provided, updated Post Federal Award Requirements (i.e.: 2 CFR §§200.317-200.327) apply to declarations and awards issued on or after November 12, 2020]. <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200#subject-group-ECFR45ddd4419ad436d> See Appendix "B"

As a non-Federal entity, the County of Cameron's ("County") contracts must contain the applicable contract clauses described in Appendix II to the Uniform Guidance (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. (2 C.F.R. §200.327). If applicable, the following clauses shall supersede any existing, similar clauses stated within the bid document, contract, and/or Terms and Conditions. *The term "Contractor" used herein refers to the proposer, bidder or other entity/individual responding to the applicable procurement packet.*

If applicable, the regulations in 2 CFR, Part 200 and Appendix II to the Uniform Guidance, as it may be amended from time to time, and the contract clauses below, are incorporated by reference as part of this procurement packet and any resulting agreement.

To procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. The following provisions are required and apply when federal funds are expended by the County of Cameron for any contract resulting from this procurement process.

1. Remedies.

- a. Applicability. This requirement applies to all Federal grant and cooperative agreement programs.
- b. Standard. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, A.
- c. Statement. Pursuant to Federal Rule (A) above, when federal funds are expended by the County, the County reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. Contractor shall comply with all applicable Federal, State of Texas, and local laws, rules, and regulations and shall obtain all applicable licenses and permits for the conduct of its business and the performance of the services, and any provision of equipment and material ("Applicable Law"). All transactions related to any of the Contract Documents shall be governed by the laws of the State of Texas, and trial of any action brought in connection with the bid or the Contract Documents shall be held exclusively in a state court in the County of Cameron, Texas.

2. Termination for Cause and Convenience.

- a. Applicability. This requirement applies to all Federal grant and cooperative agreement programs.
- b. Standard. All contracts in excess of \$10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement as follows. See 2 C.F.R. Part 200, Appendix II, B.
- c. Statement. Termination. County may terminate this Agreement for any reason upon ten (10) days written notice to the other party. County may terminate this Agreement immediately upon written notice if Contractor breaches this Agreement. In the event of any termination, Contractor shall promptly deliver to the County any and all Work Materials prepared for the County prior to the effective date of such termination, all of which shall become County's sole property. After receipt of the Work Materials, County will pay Contractor for the services which the County determines were satisfactorily performed as of the effective date of the termination.

Excuses for Non-Performance. Either party shall be absolved from its obligations under this contract when and to the extent that performance is delayed or prevented (and in the County of Cameron's case when and to the extent that its need for the articles, materials or work to be supplied hereunder is reduced or eliminated) by reason of acts of God, fire explosion, war riots, strikes, labor disputes, or governmental laws, orders or regulations.

Default. If Contractor or Subcontractor shall breach any provision hereof or shall become insolvent, enter voluntary or involuntary bankruptcy or receivership proceedings or make an assignment to the benefit of creditors, County of Cameron shall have the right (without limiting any other rights or remedies which it may have hereunder or by operation of law) to terminate this contract by written notice to Contractor whereupon County shall be relieved of all further obligation hereunder except the obligation to pay the reasonable value of Contractor's prior performance (at not exceeding the contract rate), and Contractor shall be liable to County for all costs incurred by County in completing or procuring the completion of performance in excess of the contract price herein specified. The County's right to require strict performance of any obligation hereunder shall not be affected by any previous waiver, forbearance of course of dealing. Time is of the essence thereof.

3. Equal Employment Opportunity.

- a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.
- b. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, C.

c. Key Definitions:

- (1) *Federally Assisted Construction Contract.* The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a

grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

(2) *Construction Work.* The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction

d. Statement: Contractor will comply with the Nondiscrimination Civil Rights Act of 1964, as amended and all Federal regulations relative to nondiscrimination in Federally assisted programs. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965,

so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency 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 vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other Federal grant and cooperative agreement programs, including the Public Assistance Program.**
- b. Standard. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction).

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA or applicable Federal entity. See 2 C.F.R. Part 200, Appendix II, ¶ D.

- c. Statement. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.” However, for purposes of grant programs where both clauses do apply, FEMA or applicable Federal entity requires the following contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

- (1) *Contractor.* The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as Federal requirements may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) *Breach.* A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.
- b. Standard. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5.

Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. See 2 C.F.R. Part 200, Appendix II, E.

The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

- c. Statement.

“Compliance with the Contract Work Hours and Safety Standards Act.

- (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.
- (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. 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 watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 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.

(3) *Withholding for unpaid wages and liquidated damages.* The County of Cameron shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or 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, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

a. Applicability: Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA or Federal awards under these programs do not meet the definition of “funding agreement.”

b. Standard. If the FEMA or Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA or applicable awarding agency. See 2 C.F.R. Part 200, Appendix II, F.

c. Key Definition: The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the County of Cameron, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act.

a. Applicability and Standard: Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree 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 awarding agency and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, G.

b. Statement: Included in contracts as provided in section “7a” above.

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the Federal awarding agency (e.g. Federal Emergency Management Agency-FEMA) and the Regional Office of the Environmental Protection Agency. Contractor understands and agrees that each violation reported to the County of Cameron will, in turn, be reported as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the applicable Federal awarding agency (e.g. FEMA).

8. **Debarment and Suspension.**

- a. **Applicability:** This requirement applies to all Federal grant and cooperative agreement programs.
- b. **Standard.** Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, H; and Chapter IV, 6.d and Appendix C, 2. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General.

Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov See 2 C.F.R. § 180.530; Chapter IV, 6.d and Appendix C, 2.

In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.

Specifically, a covered transaction includes the following contracts for goods or services:

- (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (2) The contract requires the approval of FEMA or applicable Federal entity, regardless of amount.
 - (3) The contract is for Federally-required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or applicable Federal entity or is in excess of \$25,000.
- c. **Statement.** The following provides a debarment and suspension clause. It incorporates a method of verifying that contractors are not excluded or disqualified:

For maximum protection, provide a print or electronic document for every prime and subcontractor, from www.sam.gov in order to ensure that they are not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities.

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state City serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. Byrd Anti-Lobbying Amendment.

- a. **Applicability:** This requirement applies to all Federal grant and cooperative agreement programs.
- b. **Standard.** Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, I; 44 C.F.R. Part 18; Chapter IV, 6.c; Appendix C, 4. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any City, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See Chapter IV, 6.c and Appendix C, 4.
- c. **Statement.** The following statement in bold provides a Byrd Anti-Lobbying contract clause:

(IF APPLICABLE, PLEASE FILL IN BLANKS AND SIGN)

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION

REGARDING LOBBYING Certification for Contracts, Grants,

Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned Contractor, _____
certifies, to the best of his or her knowledge, that:

1. 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 an 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.

2. 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 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.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 (as amended by the Lobbying

Disclosure Act of 1995). 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.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.
- b. Standard. A non-Federal entity that is a **state agency or agency of a political subdivision** of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.323; *PDAT Supplement*, Chapter V, 7.

The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- c. Statement. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

11. **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.

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 requirement will require replacement of the equipment at the contractor's expense.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services As used in this clause

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system;
or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

- a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- a. Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.

b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

12. **Domestic Preferences for Procurements**

- a. **Applicability:** This requirement of this section must be included in all subawards including all contracts and purchase orders for work or products under Federal award applies to all contracts and purchase orders for work or products using federal funds.
- b. **Standard.** As appropriate, and to the extent consistent with law, Non-Federal Entities should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products. See 2 C.F.R. Part 200.322 and 2 C.F.R. Part 200, Appendix II, L
- c. **Statement.** The following provides the required Domestic Preferences for Procurements contracts clause that is incorporated herein by reference.

“Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

- *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- *Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

ADDITIONAL REQUIRED CONTRACT CLAUSES FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)

Additional FEMA or applicable Federal Requirements. In addition to the requirements above, non-Federal entity contracts under Federal award subject to financial assistance from FEMA are required to contain the following additional contract clauses. The Uniform Guidance authorizes FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

These clauses are incorporated by reference as part of this procurement packet and any resulting agreement.

1. **Changes.**

- a. **Standard.** To be eligible for FEMA assistance under the non-Federal entity’s Federal grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA or applicable Federal entity recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.
- b. **Statement.** The following provides a contract clause regarding access to records:

“The contractor shall secure written authorization before proceeding with any additional work, whether requested by the County or required to complete the contract. The cost for any changes to the contract price, whether requested by the County or the

Contractor will be approved only after submitting the contractor's true costs for the work and related equipment costs and site expenses.”

2. Access to Records.

a. Standard. All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA or applicable Federal entity access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, XXVI (2013).

b. Statement. The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements applies to this contract:

- (1) The contractor agrees to provide the City of Concord, the FEMA or applicable Federal Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA or applicable Federal Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

3. DHS Seal, Logo, and Flags.

a. Standard. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS City officials without specific FEMA or applicable Federal entity pre-approval. See DHS Standard Terms and Conditions, v3.0, XXV (2013).

b. Statement. The following provides a contract clause regarding DHS Seal, Logo, and Flags:

“The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS City officials without specific FEMA or applicable Federal entity pre- approval.”

4. Compliance with Federal Law, Regulations, and Executive Orders.

a. Standard. All non-Federal entities must place into their contracts an acknowledgement that FEMA or applicable Federal financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA or applicable Federal policies, procedures, and directives.

b. Statement. The following provides a contract clause regarding Compliance with Federal Law, Regulations and Executive Orders:

“This is an acknowledgement that Federal financial assistance will be used to fund the contract only. The contractor will comply will all applicable Federal law, regulations, executive orders, FEMA or applicable Federal policies, procedures, and directives.”

5. **No Obligation by Federal Government.**

- a. **Standard.** The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. **Statement.** The following provides a contract clause regarding no obligation by the Federal Government:

“The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

6. **Program Fraud and False or Fraudulent Statements or Related Acts.**

- a. **Standard.** The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. **Statement.** The following provides a contract clause regarding Fraud and False or Fraudulent Related Acts:

“The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

7. **FEMA Contract requirement regarding Prohibition on Contracting for Covered Telecommunications Equipment or Services – 2 CFR § 200.216 (FEMA Interim Policy #405-143-1 effective August 13, 2020).**

FEMA recipients and subrecipients and their contractors and subcontractors are required per 2 C.F.R. Part 200, Appendix II K to include a contract provision in all FEMA-funded contracts and subcontracts, including any purchase orders. To satisfy this requirement, the contract provision found in Number 11 above is incorporated by reference by the County of Cameron in all new, extended, or renewed contracts and subcontracts. Applicable County contractors and subcontractors shall also comply with the applicable law and requirements. (See Number 11 above).

8. FEMA Contract requirement regarding Domestic Preferences for Procurements

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required per 2 C.F.R. Part 200, Appendix II ¶ L to include in all contracts and purchase orders for work or products the contract provision included in number 12 above encouraging domestic preference for procurements.

Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that the Contractor read and understands all provisions, laws, acts, regulations, etc. as specifically noted above and certifies compliance with the same.

Vendor's Name/Company Name:

Printed Name and Title of Authorized Representative:

Signature of Authorized Representative:

Date: _____

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
 - VIII. Safety: Accident Prevention
 - IX. False Statements Concerning Highway Projects
 - X. Implementation of Clean Air Act and Federal Water Pollution Control Act
 - XI. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
 - XII. Certification Regarding Use of Contract Funds for Lobbying
- 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 procurement 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 procurement 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 to 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 contractor). "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

Super Circular – Procurement Standards 2 CFR Parts 200.317 – 200.327

Procurement Standards <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200#subject-group-ECFR45ddd4419ad436d>

§ 200.317 Procurements by states.

When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with [§§ 200.321](#), [200.322](#), and [200.323](#) and ensure that every purchase order or other contract includes any clauses required by [§ 200.327](#). All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in [§§ 200.318](#) through [200.327](#).

§ 200.318 General procurement standards.

- (a) The non-Federal entity must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. The non-Federal entity's documented procurement procedures must conform to the procurement standards identified in [§§ 200.317](#) through [200.327](#).
- (b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- (c)
 - (1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.
 - (2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
- (d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
- (e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also [§ 200.214](#).

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)

(1) The non-Federal entity may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

[[85 FR 49543](#), Aug. 13, 2020, as amended at [86 FR 10440](#), Feb. 22, 2021]

§ 200.319 Competition.

(a) All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and [§ 200.320](#).

(b) In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;
- (6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process.

(c) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(d) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

- (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

- (2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(e) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

(f) Noncompetitive procurements can only be awarded in accordance with [§ 200.320\(c\)](#).

[§ 200.320 Methods of procurement to be followed.](#)

The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and [§§ 200.317](#), [200.318](#), and [200.319](#) for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award.

(a) **Informal procurement methods.** When the value of the procurement for property or services under a Federal award does not exceed the *simplified acquisition threshold (SAT)*, as defined in [§ 200.1](#), or a lower threshold established by a non-Federal entity, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:

- (1) **Micro-purchases -**

- (i) **Distribution.** The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of *micro-purchase* in [§ 200.1](#)). To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers.

- (ii) **Micro-purchase awards.** Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information

and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.

(iii) **Micro-purchase thresholds.** The non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations. Non-Federal entities may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with [paragraphs \(a\)\(1\)\(iv\)](#) and [\(v\)](#) of this section.

(iv) **Non-Federal entity increase to the micro-purchase threshold up to \$50,000.** Non-Federal entities may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The non-Federal entity may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with [§ 200.334](#). The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

- (A) A qualification as a low-risk auditee, in accordance with the criteria in [§ 200.520](#) for the most recent audit;
- (B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,
- (C) For public institutions, a higher threshold consistent with State law.

(v) **Non-Federal entity increase to the micro-purchase threshold over \$50,000.** Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. The non-federal entity must submit a request with the requirements included in [paragraph \(a\)\(1\)\(iv\)](#) of this section. The increased threshold is valid until there is a change in status in which the justification was approved.

(2) **Small purchases -**

(i) **Small purchase procedures.** The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.

(ii) **Simplified acquisition thresholds.** The non-Federal entity is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations.

(b) **Formal procurement methods.** When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by a non-Federal entity, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with [§ 200.319](#) or [paragraph \(c\)](#) of this section. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the non-Federal entity determines to be appropriate:

(1) **Sealed bids.** A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction, if the conditions.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

- (A) A complete, adequate, and realistic specification or purchase description is available;
- (B) Two or more responsible bidders are willing and able to compete effectively for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(B) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(C) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(D) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(2) **Proposals.** A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:

(i) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(ii) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections;

(iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered; and

(iv) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offeror's qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services through A/E firms that are a potential source to perform the proposed effort.

(c) **Noncompetitive procurement.** There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:

(1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see [paragraph \(a\)\(1\)](#) of this section);

(2) The item is available only from a single source;

(3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;

(4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or

(5) After solicitation of a number of sources, competition is determined inadequate.

§ 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

§ 200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

§ 200.324 Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under [subpart E of this part](#). The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§ 200.325 Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

- (1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;
- (2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
- (3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;
- (4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
- (5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in [paragraph \(b\)](#) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

- (1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;
- (2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§ 200.326 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§ 200.327 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in appendix II to this part.

PART 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>

Code of Federal Regulations

Subpart D – Post Federal Award Requirements

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D>

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- § 200.302 [Financial management.](#)
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- § 200.317 [Procurements by states.](#)
- § 200.318 [General procurement standards.](#)
- § 200.319 [Competition.](#)
- § 200.320 [Methods of procurement to be followed.](#)
- § 200.321 [Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.](#)
- § 200.322 [Domestic preferences for procurements.](#)
- § 200.323 [Procurement of recovered materials.](#)
- § 200.324 [Contract cost and price.](#)
- § 200.325 [Federal awarding agency or pass-through entity review.](#)
- § 200.326 [Bonding requirements.](#)
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- § 200.328 [Financial reporting.](#)
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- § 200.330 [Reporting on real property.](#)

[Subrecipient Monitoring and Management](#) [200.331 – 200.333](#)

- § 200.331 [Subrecipient and contractor determinations.](#)
- § 200.332 [Requirements for pass-through entities.](#)
- § 200.333 [Fixed amount subawards.](#)

[Record Retention and Access](#) [200.334 – 200.338](#)

- § 200.334 [Retention requirements for records.](#)
- § 200.335 [Requests for transfer of records.](#)
- § 200.336 [Methods for collection, transmission, and storage of information.](#)
- § 200.337 [Access to records.](#)
- § 200.338 [Restrictions on public access to records.](#)

[Remedies for Noncompliance](#) [200.339 – 200.343](#)

- § 200.339 [Remedies for noncompliance.](#)
- § 200.340 [Termination.](#)
- § 200.341 [Notification of termination requirement.](#)
- § 200.342 [Opportunities to object, hearings, and appeals.](#)
- § 200.343 [Effects of suspension and termination.](#)

[Closeout](#) [200.344](#)

- § 200.344 [Closeout.](#)

[Post-Closeout Adjustments and Continuing Responsibilities](#) [200.345](#)

- § 200.345 [Post-closeout adjustments and continuing responsibilities.](#)

[Collection of Amounts Due](#) [200.346](#)

- § 200.346 [Collection of amounts due.](#)

XII PROCUREMENTS SUBJECT TO FEDERAL FUNDING

12.01 Additional Standards. In addition to the procedures specified elsewhere in this Purchasing Manual, which are incorporated herein by reference, the County shall abide by the following purchasing procedures applicable to procurements that are subject to federal funding as referenced in 2 CFR 200: Uniform Administrative Requirements, Costs Principles and Audit Requirements for Federal Awards (Uniform Guidance), which is hereby incorporated by reference. These procedures are in addition to all other relevant procedures in this Purchasing Manual, except that in the event of a conflict these procedures will control if a purchase is made using federal funds.

12.02 Background. The United States Office of Management and Budget (OMB) Issued the Uniform Guidance, which reforms rules applicable to entities receiving federal grant funding by streamlining and superseding eight OMB circulars (A-21, A-87, A-122, A-110, A-102, A-133, A-50 and A-89). The new procurement standards are found in Subpart D: Post Federal Award Requirements: 2 CFR §200.317 through §200.327

12.03 Compliance Requirements -Procurement. The following is an overview of the procurement standards and procedures applicable when procuring property and services under a Federal award in accordance with 1CFR §200.317 through §200.327, which are hereby incorporated by reference.

12.03.1 The County, as a non-Federal entity other than a State, will follow §§ 200.318 General procurement standards through 200.327 Contract provisions. [See §200.317].

12.03.2 Procurement Procedures: The County will use its own documented procurement procedures which reflect applicable State and local laws and regulations, provided that the procurement conform to applicable Federal statutes and the procurement requirements identified in 2 CFR part 200. [See §200.318(a)] When preparing a federally funded contract, the County Purchasing Dept, Planning Dept., and County Attorney will review the required federal clauses in Appendix II and make sure that all clauses required for the contract is included.

12.03.3 Conflicts of Interest/Standards of Conduct: The County will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, awarded and administration of contracts. In addition to the following the County incorporates standards referenced above and Standards of Conduct in applicable County Personnel Manuals. [See §200.318(c)].

a. No employee, officer, or agent may participate in the selection, award, or administration of contracts supported by Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. Addressed in County's Bids, RFP 's, RFQ 's (Attachment B - Non*Collusion Affidavit), (Attachment F- Conflict of Interest Questionnaire) Purchasing Manual (Ethics Policy) [See §200.318(c)(J)].

b. Officers, employees, and agents of the County may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the County may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. If this is done these standards will be promulgated like other County policies and procedures. Addressed in County's Bids, RFP 's, RFQ 's (Attachment B - Non- Collusion Affidavit), (Attachment F –Conflict of Interest Questionnaire, Attachment G- Disclosure of Interest Questionnaire) Purchasing Manual (Ethics Policy) {See§200.318(c)(I)}.

c. If the County has an affiliate or subsidiary organization that is not a government entity, the County will also maintain written standards of conduct concerning organizational conflicts of interest arising from its relationship with the affiliate or subsidiary.

d. The County will disclose any potential conflicts of interest in writing to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.[See 2 CFR§200.112]. Additionally, the County will disclose. in a timely manner. in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving .fraud, bribery, or gratuity violations potentially affecting the Federal award. Further, if applicable, the County will make post-award reports as provided by Appendix XII to Part 200.

e. Violations of this policy may result in disciplinary action consistent with County disciplinary policy, including but not limited to dismissal. Further, violations may be referred to the appropriate law enforcement agency for investigation and possible prosecution.

12.03.4 Oversight : Once the Contract is awarded, oversight must be maintained to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. County Contract monitor will be utilized to track and perform quantity and quality control responsibilities in monitoring role towards compliance verification. [See §200.3 J 8(b)].

12.03.5 All proposed procurement actions shall be reviewed to avoid the purchase of unnecessary or duplicative items as stated in Independent Procedure IP "Prevention of Unnecessary and Duplicative Purchases".

Where applicable, consideration will be given to consolidating or breaking out procurements to obtain a more economical purchase. Review of all potentially related consolidation in sourcing of items towards economy of scale.

Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach County will consider leasing of items whenever determined to be more cost effective versus purchase of items which are not necessarily required beyond the immediate or project related intended use. [See §200.3 I 8MJ

12.03.06 The County may enter into state and local intergovernmental agreement. or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. County will explore interlocal agreement option with other entities towards sharing of goods and services in an effort to reduce overall cost. The County also approved Resolution 20/9R2007 on Feb 1coy 5, 2019. [See §200.3 l8(e)]

12.03.07 Federal excess and surplus property may be used in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs. .State and Federal Surplus sites will be reviewed for potential adaptations to meet project needs. [See §200.318(/)]

12.03.08 Deliberately omitted.

12.03.09 Contracts should be awarded only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources, as well as whether the contractor is suspended or debarred receiving federal funds .(See Bids, RFP 's, RFQ sAttachment E - Certificate Regarding Debarment, Suspension Ineligibility, Attachment E-2-Swom Statement of Debarment , Attachment E-3 -Architects, Engineers, Construction Performance, Attachment H-House Bill 89 Verification, Texas Ethics Commission Form 1295) [See §200.3 l8(h)].

12.03.10 The County will maintain records sufficient to detail the history of procurement. The County's Records Retention Policy as adopted by Commissioners Court and presented by the County Clerks Dept. (Official Records Manager for the County) - Purchasing Bids, RFP's, RFQ's, and contracts is five (5) years (in accordance with §200.318(i).

12.03.11 The County may not enter a contract with time and materials based pricing unless there is a not-to-exceed clause and the Purchaser determines that other fee structures are not suitable.

12.03.12 The County alone shall be responsible for all contractual and administrative issues arising out of procurements in accordance with good administrative practice and sound business judgment. County Civil legal Division will coordinate these matters as they arise. County protest procedures apply to Bid, RFP 's, RFQ 's and written quotations. Once a contract has been executed, any disputes are dealt with at the time they arise. County Civil legal Department addresses contract disputes on behalf of the County.

12.3.13 Discounts, transportation costs, or life cycle costs will only be considered when they are specified in the bidding documents. These will only be considered when specified in the bidding documents. These are not considered if not specified in the Bid /RFP documents.

12.04 Competition. All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of 2 CFR §200.319. Note 12.06 below identifies sources towards maximizing competitive solicitations. Purchasers will review all Bid specifications and requirements towards eliminating unduly restrictive requirements.

12.04.01.01 In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals will be excluded from competing for such procurements.

12.04.01.02 The County will avoid the following actions in procurement of goods and services:

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contract
- (5) Organizational conflicts of interest;
- (6) Except where required and justified as a sole source purchase, Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process . §200.319(a)

12.04.02 Geographical Limitation : Unless specifically excepted as provided in 2 CFR §200.319(b). the County will not impose state or local geographical preferences in the evaluation of bids or proposals for federally funded contracts.

12.04.03.01 Contract solicitations: Purchaser shall incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Detailed specifications and materials product description must be clearly identified.

12.04.03.02 Contract solicitations shall specify all requirements which the potential vendors must fulfill to submit bids or proposals, and identify all other factors to be used in evaluating bids or proposals. Scoring criteria shall be utilized in evaluation and analysis of Proposals.

12.04.04 All prequalified lists of persons, firms, or products which are used in acquiring goods and services shall be kept current and include enough qualified sources to ensure minimum open and free competition. and potential bidders will not be precluded from qualifying during the solicitation period [See §200.319(d)]. County Purchasing Department will maintain and update Bidders list See 12.06 below.

12.05 Methods of Procurement with Federal Funds. The County will use one of the following five procurement methods as discussed in 2 CFR §200.320 when making purchases with federal funds. Should State or local procurement requirements applicable to a purchase being made with federal funds be more restrictive than Federal requirements, the more restrictive requirements or methods will be followed. The type of procurement process to use will depend on the cost and type of services or item(s) being purchased.

Micro-purchase = County under \$3,000. - No quotations or competitive process required – Vendors for purchases under \$3,000 shall be rotated – requisition and Purchase Order required. (Travel regulations and Gas purchases included..)

Small purchase procedures - informal Bids = County \$3,000 to \$14,999 and Commissioners Court approval \$15,000 to \$24,999 - Three written quotations required, requisition, Purchase Order.

Sealed Formal Bids = \$25,000 and more unless exception applies

Competitive proposals = County proposal process for Professional Services, IT & High Tech and Commissioners Court approved instances of projects not suitable for detailed specifications.

Request for Qualifications = Qualifications based on price proposals (Engineering & Architecture, Land Surveying, Professional services. Cameron County follows the Professional Services Procurement Act Govt. Code ch 2254 Subchapter A

Non-competitive proposals Sole Source - under \$15,000 Sole Source letter Department Head, Vendor, Purchasing Agent. Commissioners Court approval required \$15,000 to include Sole Source letter Department Head, Vendor, Purchasing Agent.

Emergency Purchases over \$15,000 requires Commissioners Court approval/ratification whenever time is crucial in preventing an escalating health and safety concern or preventing a crucial incident as per Texas State Statute 262.024

Special & Discretionary Purchases as per Texas State Statute 262.024. For procurement of Federally funded land surveying Cameron County will contact the federal awarding agency or pass-through entity (TCEQ), for RESTORE projects to request authorization for noncompetitive procurement under 2 CFR 200.320(c)(4).

Personal service -as per

Under the Micro -Purchase dollar threshold rotation of available vendors will be utilized

Over the Micro-Purchase dollar threshold will comply with State of Texas, Local Government Code Ch 262.024 (a) (4).

12.07 Procurement of Recovered Materials. The County and (where applicable) its contractors will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. {See §200.322}.

County will (as per EPA 40CFRpart 247) procure only items containing highest percentage of recovered materials practicable and allow for satisfactory competition based on the \$10,000 year threshold. County will establish affirmative procurement program for recovered materials.

12.08 Contract Cost and Price. The County will abide by the provisions of§200.324 (as required wu1er County Resolution #20/90R2009), including, but not limited to performing a cost or price analysis and negotiating profit as discussed therein

12.8.1 Negotiation Based on Cost Estimates; Negotiation of Profit. In negotiating a contract price based on a cost analysis, the County will require that all estimated costs used to develop the negotiated price must be allowable costs under 2 CFR Part 200. Subpart E.A comparison between estimated costs and current customary market pricing will be analyzed in an effort to establish allowable cost and ultimately establish negotiated pricing. The County will also require that the profit element be negotiated separately, whether it is included as a separate price element or whether it is rolled into a lump sum price (or similar fixed price). Profit margin will also be compared relative to comparable current market rates to assess potential variances. This cost analysis will be achieved through verification of previous similar purchases, comparison with other public entities, recommendations from professional consultants or project Engineer, or data research (ie: Smart Procure) similar to the specific type of procurement. In addition and in order to establish a fair and reasonable profit, the County will also consider the contractor's risk and investment, complexity of work to be performed at a level of subcontracting, quality and track record of previous performance, and industry profit rates in the approximate SMSA /geographic area/or similar work. At the outset independent estimates will be obtained by the County before receiving Bids or Proposal this also applies to all sole source purchases. All estimates must be allowable subject to analysis as per conditions noted above.

12.8.2 Cost Plus Percentage of Cost Prohibited. The County will not enter into a cost plus percentage of cost contract, or a cost plus percentage of construction cost contract.(as per 200.324 d) Engineer and County will examine all Change order pricing as submitted. Profit margin will not be determined based on a percentage of cost and percentage of construction cost methods of contracting must not be used Costs based on estimated costs of contracts under Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E Cost Principles of this part. County will reimburse Contractor's Direct and indirect Costs plus a Fixed fee for the project.

12.9 Contract Provisions. Pursuant to §200.327 the County will include in all federally- funded contracts, the applicable provisions described in Appendix 11to 2 CFR Part 200 -Contract Provisions for non-Federal Entity Contracts under Federal Awards. When preparing a federally funded contract the County Purchasing Dept., Planning Dept., and County Attorney will review the required federal clauses in Appendix ff and make sure that all clauses required/or the contract is included.

12.10 Personnel Cost Calculation Pursuant to 2 Code of Federal Regulations (CFR) Part 200, Subpart E the County adopted Resolution # 2019R02008 on February 5, 2019 - Policy and Procedure to Ensure Accurate Completion of Personnel Cost Calculation.

12.11 Cost Price Analysis Pursuant to 2 Code of Federal Regulations (CFR) Part 200, the County adopted Resolution # 2019R02009 on February 5, 2019 -Policy and Procedure to Ensure Cost Price Analysis requirement.

12.12 Debarment Check Pursuant/ a 2 Code of Federal Regulations (CFR) Part 200.318, the County adopted Resolution # 2019R02010 on February 5, 2019 -Policy and Procedure to Ensure Debarment Check is adequately performed.

12.13 Single Proposal requirements Proposal is reviewed for compliance. Determination is made by County as to benefit of resolution or RFP towards a more competitive solicitation. Pricing is reviewed relative to current market costs for comparison. If all is determined to be cost effective and advantageous to County, recommendation is made by Evaluation Committee to Commissioners Court for award Commissioners Court must make a determination that price is fair and reasonable prior to awarding RFP. Prior to Court award of sole Bid, RFP, or RFQ County Purchasing Dept. will contact the federal awarding agency or pass-through entity (TCEQ for RESTORE projects) to request authorization for noncompetitive procurement under 2 CFR 200.320(c)(2) .to proceed towards Commissioners Court approval. Informal Bids not exceeding \$14,999 will require at least 3 informal Bids for comparative competitive purposes. Ifthe County is unable to obtain at least 3 competitive Bids or Proposals, I funable to obtain more than one (1) Bid or Proposal the County Purchasing Dept. will review pricing relative to current market costs for comparison purposes (utilizing comparable bid results, engineer recent historic data, Smart Procure comparable data) will contact the federal awarding agency or pass-through entity

(TCEQ, for RESTORE projects) to request authorization for noncompetitive procurement under 2 CFR 200.320(c)(2) prior to proceeding with Agenda towards Commissioners Court approval..

12.14 Domestic Preferences for Procurement County will (in awards of iron, aluminum, steel, cement and other goods / manufactured products produced in the United States) utilize and purchase from these suppliers and subawards with a preference towards purchases from these Companies. (see 200.322)

12.15 Bid Bonds Will always be required for construction contracts:

County Purchasing Act: Required

Payment Bond - \$25,000 + (2253.21)

Performance Bond - \$100,000 + (2253.21)

Bid Bond -a) If the contract is for the construction of public works or is under a contract exceeding \$100,000, the bid specifications or request for proposals may require the bidder to furnish a good and sufficient bid bond in **the amount of five percent of the total contract (262.032)**

Federal funded projects: exceeding \$150,000 (on exception sought from the federal awarding agency. For all Federal funded projects \$150,000 and over Bid Bonds will be mandatory equivalent to five percent of the bid price. A performance bond and payment bond will also be required - both at 100percent of contract price.

12.16 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.

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 requirement will require replacement of the equipment at the contractor's expense.

In addition, the vendors listed above will be identified to verify that these firms will not be utilized for contract extension/renewal, essential components, critical technology, or components of a system.

Proposals will be reviewed for compliance with 2 CFR 200-471 prior to proceeding with Agenda towards Commissioners Court approval prior to obligating or expending funds. County will review all proposals related to Telecommunication and/or video surveillance equipment or service related costs in order to verify that costs associated with procuring, obtaining, extending, entering into, or renewing a contract for equipment, services, or systems are not utilized.



Wages by Classification for Proposal

The wage rates listed herein are those predetermined by the Secretary of Labor and State Statute and listed in the United States Department of Labor's (USDOL) General Decisions dated 01-02-2026 and are the minimum wages to be paid accordingly for each specified classification. To determine the applicable wage rate zone, a list entitled "TEXAS COUNTIES IDENTIFIED BY WAGE RATE ZONES" is provided in the contract. Any wage rate that is not listed in the USDOL's general decision, must be requested by the contractor through the completion of an Additional Classification and Wage Rate Request and be submitted for approval. A blank cell indicates that the classification and wage rate are not listed on the USDOL's general decision and therefore must be requested by the contractor through the completion of an Additional Classification and Wage Rate Request. IMPORTANT NOTICE FOR STATE PROJECTS: only the controlling wage rate zone applies to the contract. Effective 01-02-2026.

Table 1 - Wage Rates.

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

CLASS. #	CLASSIFICATION DESCRIPTION	ZONE TX46 *(TX20250046)	ZONE TX51 *(TX20250051)	ZONE TX55 *(TX20250055)	ZONE TX291 *(TX20250291)	ZONE TX292 *(TX20250292)	ZONE TX293 *(TX20250293)	ZONE TX294 *(TX20250294)	ZONE TX295 *(TX20250295)	ZONE TX296 *(TX20250296)	ZONE TX297 *(TX20250297)	ZONE TX298 *(TX20250298)	ZONE TX299 *(TX20250299)	ZONE TX300 *(TX20250300)
1515	Spreader Box Operator	\$18.50		\$19.28	\$19.31			\$23.59	\$18.52	\$20.63	\$23.00	\$18.31	\$17.84	\$19.96
1520	Work Zone Barricade Servicer	\$17.76	\$15.81	\$16.80	\$17.75	\$17.12		\$18.01	\$16.89	\$17.52	\$16.49	\$18.10	\$17.37	\$17.66
1600	Truck Driver, Single Axle	\$21.59	\$17.93	\$19.19	\$19.70	\$18.24	\$15.16	\$20.60	\$19.22	\$17.99	\$19.02	\$22.02	\$21.93	\$19.20
1606	Truck Driver, Single or Tandem Axle Dump Truck	\$20.87	\$18.50	\$21.94	\$20.91	\$21.14	\$16.58	\$22.64	\$20.30	\$20.30	\$18.63	\$21.04	\$18.60	\$19.19
1607	Truck Driver, Tandem Axle Tractor with Semi-Trailer	\$21.52	\$19.81	\$20.66	\$21.71	\$21.97		\$23.22	\$20.32	\$22.08	\$23.00	\$21.91	\$20.17	\$19.52
1609	Truck Driver Lowboy-Float	\$23.01	\$27.10	\$23.18	\$25.96			\$25.57	\$23.97	\$22.90	\$25.75	\$23.22	\$25.94	\$22.60
1612	Truck Driver Transit-Mix		\$18.00					\$21.97						
1615	Boom Truck Operator				\$27.82									
1706	Welder		\$21.35		\$23.38		\$17.34	\$23.72				\$22.00	\$20.97	

Notes:

*Represents the USDOL wage decision.

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

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

**Texas Counties Identified By
Wage Rate Zones: 46, 51, 55, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300**

Table 2 - Counties by Zone.

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

01/02/2026

Introduction

Local Government General Requirements

For all projects with State or Federal funds, and/or all projects on the State Highway System regardless of funding source, a Local Government must either adopt the latest TxDOT Standard Specifications, Special Specifications, and required Special Provisions or request TxDOT written approval of alternate, equivalent specifications. TxDOT's "2024 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges" are the latest TxDOT Standard Specifications. These "General Requirements" along with additional requirements specified by the particular local government, are intended as a template for Items 1-10 in TxDOT's Standard Specifications on projects let by a local government that is on the State Highway System or includes reimbursement to the local government using FHWA or TxDOT funds.

This document is intended to be used as a template that allows local governments to modify Items 1-10 to meet their particular needs while assuring that all local, state, and federal statutory requirements are addressed. As this document modifies a TxDOT publication, there may be a question about terminology. In general, the "Owner" or the "Engineer" references the local government or its representatives (Consulting Engineers, etc.). Reference to "Department" or "Engineer" in the construction and maintenance specifications refers to the local government, except when it is referencing a TxDOT specification, manual, material specification, Material Producers List or test method.

Foreword

OUTLINE OF SPECIFICATIONS

Each specification is outlined by articles and sections. The basic articles required for a specification are:

1. DESCRIPTION
2. MATERIALS
3. EQUIPMENT
4. CONSTRUCTION OR WORK METHODS
5. MEASUREMENT
6. PAYMENT

Some articles are not used in every item. Measurement and Payment articles are combined when the work described is subsidiary to bid items of the Contract.

HIERARCHY OF ORGANIZATIONAL ELEMENTS

Here "XXX" represents the item number. The hierarchy of organizational elements available below the item level is as follows:

- XXX.1., Article
- XXX.1.1., Section
- XXX.1.1.1., Section
- XXX.1.1.1.1., Section
- XXX.1.1.1.1.1., Section
- XXX.1.1.1.1.1.1., Section

The term section is used for all breaks below the article.

Items 1L–9L

Local Government General Requirements and Covenants

Item 1L

Abbreviations and Definitions



1. APPLICABILITY

Wherever the following terms are used in these specifications or other Contract documents, the intent and meaning will be interpreted as shown below.

2. ABBREVIATIONS

AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AI	Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ALSC	American Lumber Standard Committee, Inc.
AMPP	Association for Materials Protection and Performance
AMRL	AASHTO Materials Reference Laboratory
ANLA	American Nursery and Landscape Association
ANSI	American National Standards Institute
APA	The Engineered Wood Association
API	American Petroleum Institute
APWA	American Public Works Association
AREMA	American Railway Engineering and Maintenance-of-Way Association
ASBI	American Segmental Bridge Institute
ASCE	American Society of Civil Engineers
ASLA	American Society of Landscape Architects
ASME	American Society of Mechanical Engineers
ASNT	American Society for Nondestructive Testing
ASTM	American Society for Testing and Materials
AWC	American Wood Council
AWG	American Wire Gage
AWPA	American Wood Protection Association
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BMP	Best Management Practices
CFR	Code of Federal Regulations
CMP	Corrugated Metal Pipe
COE	U.S. Army Corps of Engineers
CRSI	Concrete Reinforcing Steel Institute
DBE	Disadvantaged Business Enterprise
DMS	Departmental Materials Specification
EIA	Electronic Industries Alliance
EPA	U.S. Environmental Protection Agency
FHWA	Federal Highway Administration, U.S. Department of Transportation
FSS	Federal Specifications and Standards (General Services Administration)
GSA	General Services Administration
HUB	Historically Underutilized Business
ICEA	Insulated Cable Engineers Association

IEEE	Institute of Electrical and Electronics Engineers
IESNA	Illuminating Engineering Society of North America
IMSA	International Municipal Signal Association
ISO	International Organization for Standardization
ITE	Institute of Transportation Engineers
ITS	Intelligent Transportation System
LG	Local Government
LRFD	Load and Resistance Factor Design
MASH	Manual for Assessing Safety Hardware
MPL	Material Producer List
NCHRP	National Cooperative Highway Research Program
NCR	Nonconformance Report
NEC	National Electrical Code (Published by NFPA)
NEMA	National Electrical Manufacturers Association
NEPA	National Environmental Policy Act
NESC	National Electrical Safety Code
NFPA	National Fire Protection Association
NIST	National Institute of Standards and Technology
NPCA	National Precast Concrete Association
NRM	Nonhazardous Recyclable Material
NRMCA	National Ready Mixed Concrete Association
NSBA	National Steel Bridge Alliance
OSHA	Occupational Safety and Health Administration, U.S. Department of Labor
PCA	Portland Cement Association
PCI	Precast/Prestressed Concrete Institute
PPI	Plastics Pipe Institute
PS&E	Plans, Specifications, and Estimates
PSL	Project Specific Location
PTI	Post-Tension Institute
QA	Quality Assurance
QC	Quality Control
RCP	Reinforced Concrete Pipe
RPLS	Registered Public Land Surveyor
RRC	Railroad Commission of Texas
SBE	Small Business Enterprise
SFPA	Southern Forest Products Association
SI	International System of Units
SPIB	Southern Pine Inspection Bureau
TAC	Texas Administrative Code
TCEQ	Texas Commission on Environmental Quality
TDLR	Texas Department of Licensing and Regulation
TMUTCD	Texas Manual on Uniform Traffic Control Devices
UL	Underwriters Laboratory, Inc.
USC	United States Code
WRI	Wire Reinforcement Institute
WWPA	Western Wood Products Association

3. DEFINITIONS

- 3.1. **Abrasive Blasting.** Spraying blasts of pressurized air combined with abrasive media.
- 3.2. **Actual Cost.** Contractor's actual cost to provide labor, material, equipment, and project overhead necessary for the work.
- 3.3. **Addendum.** Change in proposal forms developed between advertising and bid submittal deadline.

- 3.4. **Additive Alternate.** A bid item contained in a proposal that is not a regular item or a replacement alternate bid item. The additive alternate item(s) include work that may be added to the base bid at the time of letting.
- 3.5. **Advertisement.** The public announcement required by law inviting bids for work to be performed or materials to be furnished.
- 3.6. **Affiliates.** Two or more Bidders are affiliated if they share common officers, directors, or stockholders; a family member of an officer, director, or stockholder of one Bidder serves in a similar capacity in another of the Bidders; an individual who has an interest in, or controls a part of, one Bidder either directly or indirectly also has an interest in, or controls a part of, another of the Bidders; the Bidders are so closely connected or associated that one of the Bidders, either directly or indirectly, controls or has the power to control another Bidder; one Bidder controls or has the power to control another Bidder; or the Bidders are closely allied through an established course of dealings, including, but not limited to, the lending of financial assistance. Refer to 43 TAC § 9.12(g), "Affiliated Entities."
- 3.7. **Air Blasting.** Spraying blasts of pressurized air free of oil and moisture.
- 3.8. **Air Temperature.** The temperature measured in degrees Fahrenheit (°F) in the shade, not in the direct rays of the sun, and away from artificial heat.
- 3.9. **Anticipated Profit.** Profit for work not performed.
- 3.10. **Apparent Low Bidder.** The Bidder determined to have the numerically lowest total bid as a result of the tabulation of bids by the Owner.
- 3.11. **Architect of Record.** A person registered as an architect or licensed as a landscape architect, in conformance with State law, exercising overall responsibility for the design or a significant portion of the design and performing certain Contract administration responsibilities as described in the Contract; or a firm employed by the Owner to provide professional architectural services.
- 3.12. **Arterial Highway.** A highway used primarily for through traffic and usually on a continuous route.
- 3.13. **Available Bidding Capacity.** Not applicable to Locally Let projects.
- 3.14. **Award.** The Owner's acceptance of a Contractor's bid for a proposed Contract that authorizes the Owner to enter into a Contract.
- 3.15. **Bid.** The offer from the Bidder for performing the work described in the proposal.
- 3.16. **Bid Bond.** The security executed by the Contractor and the Surety furnished to the Owner to guarantee payment of liquidated damages if the Contractor fails to enter into an awarded Contract.
- 3.17. **Bid Error.** A mathematical mistake made by a Bidder in the unit price entered into the proposal.
- 3.18. **Bidder.** An individual, partnership, limited liability company, corporation, or joint venture submitting a bid for a proposed Contract.
- 3.19. **Bidders Questionnaire.** A prequalification form that reflects detailed equipment and experience data but waives audited financial data.
- 3.20. **Bidding Capacity.** Not applicable to Locally Let projects.
- 3.21. **Blast Cleaning.** Using one of the blasting methods including, but not limited to water blasting, low-pressure water blasting, high-pressure water blasting, abrasive blasting, water-abrasive blasting, shot blasting, slurry blasting, water-injected abrasive blasting, and brush blasting.

- 3.22. **Bridge.** A structure, including supports, erected over a depression or an obstruction (e.g., water, a highway, or a railway) with a roadway or track for carrying traffic or other moving loads, and having an opening measured along the center of the roadway of more than 20 ft. between faces of abutments, spring lines of arches, or extreme ends of the openings for multiple box culverts.
- 3.23. **Brush Blasting.** Sweeping lightly with an abrasive blast to remove loose material.
- 3.24. **Building Contract.** Not applicable to Locally Let projects.
- 3.25. **Callout Work.** Contracts, or work items in Contracts, that require a Contractor's response on an as-needed basis (e.g., see Item 351, "Flexible Pavement Structure Repair").
- 3.26. **Certificate of Insurance.** A form approved by the Owner covering insurance requirements stated in the Contract.
- 3.27. **Change Order.** Written order to the Contractor detailing changes to the specified work, item quantities, or any other modification to the Contract.
- 3.28. **Commission.** The Texas Transportation Commission or authorized representative.
- 3.29. **Concrete Construction Joint.** A joint formed by placing plastic concrete in direct contact with concrete that has attained its initial set.
- 3.30. **Concrete Repair Manual.** TxDOT manual specifying methods and procedures for concrete repair as an extension of the standard specifications.
- 3.31. **ConcreteWorks®.** TxDOT-owned software for concrete heat analysis. Software is available on the TxDOT's website.
- 3.32. **Confidential Questionnaire.** A prequalification form that reflects detailed financial and experience data.
- 3.33. **Construction Contract.** A Contract entered under state law for the construction, reconstruction, repair, or maintenance of a segment of the Owner's or State transportation highway system.
- 3.34. **Consultant.** The licensed professional engineer or engineering firm, or the architect or architectural firm, registered in the State of Texas and under Contract to the Owner to perform professional services. The consultant may be the Engineer or architect of record or may provide services through and be subcontracted to the Engineer or architect of record.
- 3.35. **Contract.** The agreement between the Owner and the Contractor establishing the obligations of the parties for furnishing of materials and performance of the work prescribed in the Contract documents.
- 3.36. **Contract Documents.** Elements of the Contract including, but not limited to, the plans, specifications incorporated by reference, special provisions, special specifications, Contract bonds, change orders, and supplemental agreements.
- 3.37. **Contract Time.** The number of working days specified for completion of the work, including authorized additional working days.
- 3.38. **Contractor.** The individual, partnership, limited liability company, corporation, or joint venture and all principals and representatives with which the Contract is made by the Owner.
- 3.39. **Control of Access.** The condition in which the right to access of owners or occupants of abutting land or other persons in connection with a highway is fully or partially controlled by public authority.

- 3.40. **Control Point.** An established point shown on the plans to provide vertical and horizontal references for geometric control for construction.
- 3.41. **Controlled Access Highway.** Any highway to or from which access is denied or controlled, in whole or in part, from or to abutting land or intersecting streets, roads, highways, alleys, or other public or private ways.
- 3.42. **Cross-Sections.** Graphic representations of the original ground and the proposed facility, at right angles to the centerline or base line.
- 3.43. **Culvert.** Any buried structure providing an opening under a roadway for drainage or other purposes. Culverts may also be classified as bridges. (See Section 1.3.22., "Bridge.")
- 3.44. **Cycle.** The activity necessary for performing the specified work within the right of way project limits once.
- 3.45. **Daily Road-User Cost.** Damages based on the estimated daily cost of inconvenience to the traveling public resulting from the work.
- 3.46. **Debar (Debarment).** Disqualification of an entity from bidding on or entering into a Contract with the Owner, from participating as a subcontractor under a Contract with the Owner, and from participating as a supplier of materials or equipment to be used under a Contract with the Owner.
- 3.47. **Department.** The Texas Department of Transportation (TxDOT).
- 3.48. **Departmental Materials Specifications.** Reference specifications for various materials published by the Materials and Tests Division.
- 3.49. **Detour.** A temporary traffic route around a closed portion of a road.
- 3.50. **Direct Traffic Culvert.** Concrete box culvert whose top slab is used as the final riding surface or is to have an overlay or other riding surface treatment.
- 3.51. **Disadvantaged Business Enterprise.** 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 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.
- 3.52. **Divided Highway.** A highway with separate roadways intended to move traffic in opposite directions.
- 3.53. **Easement.** A real property right acquired by one party to use land belonging to another party for a specified purpose.
- 3.54. **Electronic Vault.** The Owner's bidding system where electronic bids are stored before bid opening.
- 3.55. **Engineer.** The Chief Engineer of the Owner or the authorized representative of the Chief Engineer.
- 3.56. **Equipment Watch.** Publication containing equipment rental rates.
- 3.57. **Escalation Ladder.** A process to determine issue resolution during the course of the Contract.
- 3.58. **Expressway.** A divided arterial highway for through traffic with full or partial control of access and generally with grade separations at intersections.
- 3.59. **Family Member.** A family member of an individual is the individual's parent, parent's spouse, stepparent, stepparent's spouse, sibling, sibling's spouse, spouse, child, child's spouse, spouse's child, spouse's child's

spouse, grandchild, grandparent, uncle, uncle's spouse, aunt, aunt's spouse, first cousin, or first cousin's spouse. Refer to 43 TAC § 9.12(g), "Affiliated Entities."

- 3.60. **Force Account.** Payment for directed work based on the actual cost of labor, equipment, and materials furnished with markups for project overhead and profit.
- 3.61. **Freeway.** An expressway with full control of access.
- 3.62. **Frontage Road.** A local street or road auxiliary to and located along an arterial highway for service to abutting property and adjacent areas and for control of access (sometimes known as a service road, access road, or insulator road).
- 3.63. **Hazardous Materials or Waste.** Hazardous materials or waste include, but are not limited to, explosives, compressed gas, flammable liquids, flammable solids, combustible liquids, oxidizers, poisons, radioactive materials, corrosives, etiologic agents, and other material classified as hazardous by 40 CFR 261, or applicable state and federal regulations.
- 3.64. **High-Pressure Water Blasting.** Water blasting with pressures between 5,000 and 10,000 psi.
- 3.65. **Highway, Street, or Road.** General terms denoting a public way for purposes of and related to vehicular, pedestrian, and bicycle travel, including the entire area within the right of way including Intersections and Easements; all related structures, improvements, and appurtenances, including but not limited to the roadside and roadside facilities, drainage systems, signal systems, and other traffic in formation and control systems; or other structures or improvements that directly or indirectly serve public travel. Recommended usage in urban areas is highway or street, and in rural areas, highway or road.
- 3.66. **Historically Underutilized Business (HUB).** A corporation, sole proprietorship, partnership, or joint venture formed for the purpose of making a profit certified by the Texas Building and Procurement Commission, and 51% owned by one or more persons who are economically disadvantaged because of their identification as members of certain groups, including African Americans, Hispanic Americans, Asian-Pacific Americans, Native Americans, or women, and have a proportionate interest and demonstrate active participation in the control, operation, and management of the business' affairs. Individuals meeting the HUB definition are required to be residents of the State of Texas. Businesses that do not have their primary headquarters in the State of Texas are not eligible for HUB certification.
- 3.67. **In Writing.** Communication memorialized, including written or electronic documentation by email or letter only.
- 3.68. **Incentive and Disincentive Provisions.** An adjustment to the Contract price of a predetermined amount for each day the work is completed ahead of or behind the specified milestone, phase, or Contract completion dates. The amount of the incentive and disincentive is determined based on estimated costs for engineering, traffic control, delays to the motorists, and other items involved in the Contract.
- 3.69. **Independent Assurance Tests.** Tests used to evaluate the sampling and testing techniques and equipment used in the acceptance program. The tests are performed by the Owner and are not used for acceptance purposes.
- 3.70. **Inspector.** The person assigned by the Engineer to inspect for compliance with the Contract any or all parts of the work and the materials used.
- 3.71. **Intelligent Transportation System.** An integrated system that uses video and other electronic detection devices to monitor traffic flows.
- 3.72. **Intersection.** The general area where two or more highways, streets, or roads join or cross, including the roadway and roadside facilities for vehicular, pedestrian, and bicycle traffic movements within it.

- 3.73. **Island.** An area within a roadway from which vehicular traffic is intended to be excluded, together with any area at the approach occupied by protective deflecting or warning devices.
- 3.74. **Joint Venture.** Any combination of individuals, partnerships, limited liability companies, or corporations submitting a single bid proposal.
- 3.75. **Lane Rental.** A method to assess the Contractor daily or hourly rental fees for each lane, shoulder, or combination of lanes and shoulders taken out of service.
- 3.76. **Letting.** The receipt, opening, tabulation, and determination of the apparent low Bidder.
- 3.77. **Letting Official.** The employee empowered by the Owner to officially receive bids and close the receipt of bids at a letting.
- 3.78. **Licensed Professional Engineer.** A person who has been duly licensed by the Texas Board of Professional Engineers to engage in the practice of engineering in the State of Texas; also referred to as a Professional Engineer.
- 3.79. **Limits of Construction.** An area with established boundaries, identified within the highway right of way and easements, where the Contractor is permitted to perform the work.
- 3.80. **Local Street or Road.** A street or road primarily for access to residence, business, or other abutting property.
- 3.81. **Low-Pressure Water Blasting.** Water blasting with pressures between 3,000 and 5,000 psi.
- 3.82. **Major Item.** An item of work included in the Contract that has a total cost equal to or greater than 5% of the original Contract or \$100,000 whichever is less. A major item at the time of bid will remain a major item. An item not originally a major item does not become one through the course of the Contract.
- 3.83. **Material Producer List.** TxDOT-maintained list of approved products, materials, laboratories, service providers, manufacturers, and producers.
- 3.84. **Materially Unbalanced Bid.** A bid that generates a reasonable doubt that award to the Bidder submitting a mathematically unbalanced bid will result in the lowest ultimate cost to the Owner.
- 3.85. **Materials Contract.** Not applicable to Locally Let projects.
- 3.86. **Materials Supplier's Questionnaire.** A prequalification form that reflects basic information, such as company contact, signature authority, and other requirements, but waives financial, equipment, and experience data.
- 3.87. **Mathematically Unbalanced Bid.** A bid containing bid prices that do not reflect reasonable actual costs plus a reasonable proportionate share of the Bidder's anticipated profit, overhead costs, and other indirect costs.
- 3.88. **Median.** The portion of a divided highway separating the traffic lanes in opposite directions.
- 3.89. **Milestone Date.** The date that a specific portion of the work is to be completed before the completion date for all work under the Contract.
- 3.90. **Monolithic Concrete Placement.** The placement of plastic concrete in such manner and sequence to prevent a construction joint.
- 3.91. **National Holidays.** January 1, the last Monday in May, July 4, the first Monday in September, the fourth Thursday in November, December 24, and December 25.

- 3.92. **Nonhazardous Recyclable Material.** A material recovered or diverted from the nonhazardous waste stream for the purposes of reuse or recycling in the manufacture of products that may otherwise be produced using raw or virgin materials.
- 3.93. **Nonresident Bidder.** A Bidder whose principal place of business is not in Texas. This includes a Bidder whose ultimate parent company or majority owner does not have its principal place of business in Texas.
- 3.94. **Nonresponsive Proposal.** A proposal that does not meet the criteria for acceptance contained in the proposal form.
- 3.95. **Non-Site-Specific Contracts.** Contracts where a geographic region is specified for the work and work orders, with or without plans, detail the limits and work to be performed.
- 3.96. **Notification.** Either written or oral instruction to the Contractor. Voice mail is oral notification.
- 3.97. **Pavement.** That part of the roadway with a constructed surface for the use of vehicular traffic.
- 3.98. **Pavement Structure.** Combination of surface course and base course placed on a subgrade to support the traffic load and distribute it to the roadbed.
- 3.98.1. **Base Course.** One or more layers of specified material thickness placed on a subgrade to support a surface course.
- 3.98.2. **Subgrade.** The top surface of a roadbed upon which the pavement structure, shoulders, and curbs are constructed.
- 3.98.3. **Subgrade Treatment.** Modifying or stabilizing material in the subgrade.
- 3.98.4. **Surface Course.** Pavement structure layers designed to accommodate the traffic load. The top layer resists skidding, traffic abrasion, and the disintegrating effects of climate and is sometimes called the wearing course.
- 3.99. **Payment Bond.** The security executed by the Contractor and the Surety, furnished to the Owner to guarantee payment of all legal debts of the Contractor pertaining to the Contract.
- 3.100. **Performance Bond.** The security executed by the Contractor and the Surety, furnished to the Owner to guarantee the completion of the work in accordance with the terms of the Contract.
- 3.101. **Plans.** The drawings approved by the Engineer, including true reproductions of the drawings that may show the location, character, dimensions, and details of the work and are a part of the Contract. Documents may include drawings or digital files.
- 3.102. **Power of Attorney for Surety Bonds.** An instrument under corporate seal appointing an attorney-in-fact to act on behalf of a Surety in signing bonds.
- 3.103. **Prequalification.** The process for determining a Contractor's eligibility to bid work.
- 3.104. **Prequalification Statement.** The forms on which required information is furnished concerning the Contractor's ability to perform and finance the work.
- 3.105. **Project-Specific Location.** A material source, plant, waste site, parking area, storage area, field office, staging area, haul road, or other similar location either outside the project limits or within the project limits but not specifically addressed in the Contract.
- 3.106. **Proposal.** The offer from the Bidder submitted on the prescribed form, including addenda issued, giving unit bid prices for performing the work described in the plans and specifications.

- 3.107. **Proposal Form.** The form printed and sent to the Bidder by the Owner or printed by the Bidder from the Owner's bidding system.
- 3.108. **Proposal Guaranty.** The security furnished by the Bidder as a guarantee that the Bidder will enter into a Contract if awarded the work.
- 3.109. **Quality Assurance (QA).** Sampling, testing, inspection, and other activities conducted by the Engineer to determine payment and make acceptance decisions.
- 3.110. **Quality Control (QC).** Sampling, testing, and other process control activities conducted by the Contractor to monitor production and placement operations.
- 3.111. **Ramp.** A section of highway for the primary purpose of making connections with other highways.
- 3.112. **Recurring Maintenance Work Contracts.** Contracts or work for which maintenance is needed at the same location on more than one occasion (e.g., mowing Contracts for which mowing cycles are requested on multiple occasions).
- 3.113. **Referee Tests.** Tests requested to resolve differences between Contractor and Engineer test results.
- 3.114. **Regular Item.** A bid item contained in a proposal and not designated as an additive alternate or replacement alternate bid item.
- 3.115. **Rental Rate Blue Book for Construction Equipment.** Publication containing equipment rental rates.
- 3.116. **Repair.** Performed under Transportation Code §223, Subchapter A for Highway Improvement Contracts and includes restoration of a Highway, Street, or Road by replacing or putting together, in whole or in part, what is torn, broken, or otherwise damaged. Repair denotes the process of restoring all or part of a Highway, Street, or Road that has been subjected to decay, waste, injury, partial destruction, erosion, dilapidation, degradation, etc.
- 3.117. **Replacement Alternate.** A bid item identified the proposal form that a Bidder may substitute for a specific regular item of work.
- 3.118. **Responsive Bid.** A proposal that meets all requirements of the proposal form for acceptance.
- 3.119. **Right of Way.** A general term denoting land or property devoted to transportation purposes.
- 3.120. **Roadbed.** The graded portion of a highway prepared as foundation for the pavement structure and shoulders. On divided highways, the depressed median type and the raised median type highways are considered to have two roadbeds. Highways with a flush median are considered to have one roadbed. Frontage roads are considered separate roadbeds.
- 3.121. **Road Master.** A railroad maintenance official in charge of a division of railway.
- 3.122. **Roadside.** The areas between the outside edges of the shoulders and the right of way boundaries. Unpaved median areas between inside shoulders of divided highways and areas within interchanges are included.
- 3.123. **Roadway.** The portion of the highway (including shoulders) used by the traveling public.
- 3.124. **Routine Maintenance Contract.** Not applicable to Locally Let projects.
- 3.125. **Sandblasting, Dry.** Spraying blasts of pressurized air combined with sand.
- 3.126. **Sandblasting, Wet.** Spraying blasts of pressurized water combined with sand.

- 3.127. **Shot Blasting.** Spraying blasts of pressurized air combined with metal shot.
- 3.128. **Shoulder.** That portion of the roadway contiguous with the traffic lanes for accommodation of stopped vehicles for emergency use or for lateral support of base and surface courses.
- 3.129. **Sidewalk.** Portion of the right of way constructed exclusively for pedestrian use.
- 3.130. **Slurry Blasting.** Spraying blasts of pressurized air combined with a mixture of water and abrasive media.
- 3.131. **Small Business Enterprise.** A firm (including affiliates) whose annual gross receipts do not exceed the U.S. Small Business Administration's size standards for 4 consecutive yr.
- 3.132. **Special Provisions.** Additions or revisions to these standard specifications or special specifications.
- 3.133. **Special Specifications.** Supplemental specifications applicable to the Contract not covered by these standard specifications.
- 3.134. **Specifications.** Directives or requirements issued or made pertaining to the method and manner of performing the work or to quantities and qualities of materials to be furnished under the Contract. References to DMSs, ASTM or AASHTO specifications imply the latest standard or tentative standard in effect on the date of the proposal. The Engineer will consider incorporation of subsequent changes to these documents in accordance with Item 4, "Scope of Work."
- 3.135. **State.** The State of Texas.
- 3.136. **State Holiday.** A holiday authorized by the State Legislature excluding optional State holidays and not listed in Section 1.3.91., "National Holidays." A list of State holidays can be found on the TxDOT's website.
- 3.137. **Station.** A unit of measurement consisting of 100 horizontal ft.
- 3.138. **Subcontract.** The agreement between the Contractor and subcontractor establishing the obligations of the parties for furnishing of materials and performance of the work prescribed in the Contract documents.
- 3.139. **Subcontractor.** An individual, partnership, limited liability company, corporation, or any combination thereof that the Contractor sublets, or proposes to sublet, any portion of a Contract, excluding a material supplier, a hauling firm hauling only from a commercial source to the project, a truck owner-operator, a wholly owned subsidiary, or specialty-type businesses such as security companies and rental companies.
- 3.140. **Subsidiary.** Materials, labor, or other elements that because of their nature or quantity have not been identified as a separate item and are included within the items on which they necessarily depend.
- 3.141. **Substantial Completion of Work.** The date (day) when all project work requiring lane or shoulder closures or obstructions is completed, and traffic is following the lane arrangement as shown on the plans for the finished roadway; all pavement construction and surfacing are complete, and traffic control devices and pavement markings are in their final position, unless otherwise shown on the plans. The Engineer may make an exception for permanent pavement markings provided the lack of markings does not cause a disruption to traffic flow or an unsafe condition for the traveling public, and work zone pavement markings are in place.
- 3.142. **Substructure.** The part of the structure below the bridge seats but not including bearings, drilled shafts, or piling. Parapets, back walls, wing walls of the abutments, and drainage structures are considered parts of the substructure.
- 3.143. **Superintendent.** The representative of the Contractor who is available at all times and able to receive instructions from the Engineer or authorized Owner representatives and to act for the Contractor.

- 3.144. **Superstructure.** The part of the structure above the bridge seats or above the springing lines of arches and including the bearings. Flatwork construction may be considered superstructure.
- 3.145. **Supplemental Agreement.** Written agreement entered into between the Contractor and the Owner and approved by the Surety, covering alterations and changes in the Contract. A supplemental agreement is used by the Owner whenever the modifications include assignment of the Contract from one entity to another or other cases as desired by the Owner.
- 3.146. **Surety.** The corporate body or bodies authorized to do business in Texas bound with and for the Contractor for the faithful performance of the work covered by the Contract and for the payment for all labor and material supplied in the prosecution of the work.
- 3.147. **Surplus Materials.** Any debris or material related to the Contract not incorporated into the work.
- 3.148. **Suspension.** Action taken by the Owner or federal government pursuant to regulation that prohibits a person or company from entering into a Contract, or from participating as a subcontractor, or supplier of materials or equipment used in a highway improvement Contract as defined in Transportation Code, Chapter 223, Subchapter A.
- 3.149. **Traffic Lane.** The strip of roadway intended to accommodate the forward movement of a single line of vehicles.
- 3.150. **Traveled Way.** The portion of the roadway for the movement of vehicles, exclusive of shoulders and auxiliary lanes.
- 3.151. **Truck Owner-Operator.** An individual who owns and operates one truck for hire.
- 3.152. **UT-Bridge.** TxDOT-owned software for steel girder erection. Software is available on the TxDOT's website.
- 3.153. **UT-Lift.** TxDOT-owned software for steel girder erection. Software is available on the TxDOT's website.
- 3.154. **Utility.** Privately, publicly, or cooperatively owned lines, facilities, and systems for producing, transmitting, or distributing communications, power, heat, gas, oil, water, waste, or stormwater that are not connected with the highway drainage, signal systems, or other products that directly or indirectly serve the public; the utility company.
- 3.155. **Verification Tests.** Tests used to verify accuracy of QC and QA and mixture design testing.
- 3.156. **Water-Abrasive Blasting.** Spraying blasts of pressurized water combined with abrasive media.
- 3.157. **Water Blasting.** Spraying blasts of pressurized water of at least 3,000 psi.
- 3.158. **Water-Injected Abrasive Blasting.** Abrasive blasting with water injected into the abrasive and air stream at the nozzle.
- 3.159. **Wholly Owned Subsidiary.** A legal entity owned entirely by the Contractor or subcontractor.
- 3.160. **Work.** The furnishing of all labor, materials, equipment, and incidentals necessary for the successful completion of the Contract.
- 3.161. **Work Order.** Written notice to the Contractor to begin the work. The work order may include the date when work and time charges will begin, the allowable number of working days, and plan sheets providing details specific to a location or to an item of work for non-site-specific work. A work order is part of the Contract.
- 3.162. **Written Notice.** Written notice is considered to have been duly given if delivered in person to the individual or member to whom it is intended or if sent by regular, registered, or certified mail and delivered to the last

known business address; sent by facsimile to the last known phone number; or sent by email to the last known address. The date of the letter will serve as the beginning day of notice. Unclaimed mail or failure to provide current contact information will not be considered a failure to provide written notice.

Item 2L

Instructions to Bidders



1. INTRODUCTION

Instructions to the Contractor in these specifications are generally written in active voice, imperative mood. The subject of imperative sentences is understood to be "the Contractor." The Owner's responsibilities are generally written in passive voice, indicative mood. Phrases such as "as approved," "unless otherwise approved," "upon approval," "as directed," "as verified," "as ordered," and "as determined" refer to actions of the Engineer unless otherwise stated, and it is understood that the directions, orders, or instructions to which they relate are within the limitations of and authorized by the Contract.

2. ELIGIBILITY OF BIDDERS

Obtain a prequalification form from the Department's website. A Bidder must be prequalified by Confidential Questionnaire or a Bidder's Questionnaire (select one) at the time of bid opening. Comply with all technical prequalification requirements in the proposal.

2.1. **Confidential Questionnaire (CQ).** Submit a CQ and an audited financial statement for approval. Once prequalified, a Bidder's eligibility is valid for a period of 1 yr. from the balance sheet statement date.

2.2. **Bidder's Questionnaire (BQ).** Bidders prequalified with a BQ are only eligible to bid on projects identified as being waived from the requirements of Section 2L.2.1., "Confidential Questionnaire (CQ)." These projects are designated with a "W" on the Proposal Request Form. Submit a BQ for approval. Once prequalified, a Bidder's eligibility is valid for a period of 1 yr. from the date the BQ was received by the Department.

3. ISSUING PROPOSAL FORMS

The Owner will issue a proposal form to a prequalified Bidder if the Engineer's estimate is within that Bidder's available bidding capacity. Request a proposal form electronically from the Owner's website. A proposal form printed directly from the Owner's website is for informational purposes only and will not be accepted as an official proposal form. In the case of a joint venture (JV), all JV participants must be prequalified. An equally divided portion of the Engineer's estimate must be within each participant's available bidding capacity.

The Owner will not issue a proposal form if one or more of the following apply:

- the Bidder is suspended or debarred by the Commission or TxDOT,
- the Bidder has not fulfilled the requirements for prequalification,
- the Bidder does not have the available bidding capacity,
- the Bidder is prohibited from rebidding a specific proposal form due to a bid error on the original proposal form,
- the Bidder failed to enter into a Contract on the original award,
- the Bidder was defaulted or terminated on the original Contract, unless the Owner terminated in the best interest of the State or the public,
- the Bidder or a subsidiary or affiliate of the Bidder has received compensation from the Owner to participate in the preparation of the plans or specifications on which the bid or Contract is based,
- the Bidder is ineligible to bid on any proposed Contract in accordance with Article 7L.15., "Responsibility for Damage Claims,"
- the Bidder failed to attend a mandatory pre-bid conference,

- the Bidder or affiliate of the Bidder that was originally determined as the apparent low Bidder on a project but was deemed nonresponsive for failure to submit a DBE commitment as specified in Article 2L.14., "Disadvantaged Business Enterprise (DBE)," is prohibited from rebidding that specific project, or
- the Bidder or affiliate of the Bidder that was originally determined as the apparent low Bidder on a project but was deemed nonresponsive for failure to register or participate in the Department of Homeland Security (DHS) E-Verify system as specified in Article 2.15., "Department of Homeland Security (DHS) E-Verify System," is prohibited from rebidding that specific project.

4. INTERPRETING ESTIMATED QUANTITIES

The quantities listed on the proposal form are approximate and will be used for the comparison of bids. Payments will be made for the work performed in accordance with the Contract.

5. EXAMINING DOCUMENTS AND WORK LOCATIONS

Examine the proposal form, plans, specifications, and specified work locations before submitting a bid for the work. Submitting a bid will be considered evidence that the Bidder has performed this examination. Borings, soil profiles, water elevations, and underground utilities shown on the plans were obtained for the Owner's use in the preparation of the plans. This information is provided for the Bidder's information only, and the Owner makes no representation as to the accuracy of the data. Be aware of the difficulty of accurately classifying all material encountered in making foundation investigations, the possible erosion of stream channels and banks after survey data have been obtained, and the unreliability of water elevations other than for the date recorded.

Oral explanations, instructions, or consideration for Contractor-proposed changes on the proposal form given during the bidding process are not binding. Only requirements included on the proposal form, associated specifications, plans, and Owner-issued addenda are binding. Request explanations of documents in adequate time to allow the Owner to reply before the bid opening.

Immediately notify the Owner of any error, omission, or ambiguity discovered in any part of the proposal form and Contract documents. The Owner will issue addenda when appropriate.

6. PREPARING THE BID

Prepare the bid on the proposal form furnished by the Owner. Informational proposal forms printed from the Owner's website will not be accepted.

Specify a unit price in dollars and cents for each regular item and additive alternate item, or replacement alternate item for which an estimated quantity is given.

When "Working Days" is an item, submit the number of working days to be used to complete the Contract or phases of the Contract shown on the plans.

The Owner will not accept an incomplete bid. A bid that has one or more of the deficiencies listed below is considered incomplete:

- certifications were not acknowledged,
- a regular item or the additive alternate item is left blank,
- a regular item and the corresponding replacement alternate item are left blank,
- the proposal form submitted had the incorrect number of items,
- the Bidder did not acknowledge all addenda, or
- additionally, for printed bids:

- the blank spaces for each item as required on the bid form are not filled in by writing in words in ink,
- the bid was not signed in ink in the complete and correct name of the bidder making the bid, and signed by the person or persons authorized to bind the bidder, or
- unit prices were not stated in dollars and cents for each bid item listed on the bid form, except in the case of a regular bid item that has an alternate bid item.

7. NONRESPONSIVE BID

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

- the bid was not in the hands of the Letting Official at the time and location specified in the advertisement,
- a proposal form was submitted for the same project by a Bidder or Bidders and one or more of its partners or affiliates, the Bidder was not authorized to receive a proposal form under Article 2L.3., "Issuing Proposal Forms,"
- the Bidder failed to acknowledge receipt of all addenda issued,
- the proposal form was signed by a person who was not authorized to bind the Bidder or Bidders,
- the proposal guaranty did not comply with the requirements contained in this Item,
- the bid was in a form other than the official proposal form issued by the Owner,
- the Bidder modified the bid in a manner that altered the conditions or requirements for work as stated in the proposal form,
- the Bidder bid more than the maximum or less than the minimum number of allowable working days shown on the plans when working days was an item,
- a typed proposal form does not contain the information in the format shown on the "Example of Bid Prices Submitted by Computer Printout" on the proposal form,
- the Bidder did not meet the requirements of the technical qualification,
- the Bidder failed to submit a DBE commitment as specified in Article 2L.14., "Disadvantaged Business Enterprise (DBE)," or
- the Bidder failed to participate in the DHS E-Verify system as specified in Article 2L.15., "Department of Homeland Security (DHS) E-Verify System."
- The bidder is not prequalified by TxDOT

8. ELECTRONIC BID

The Bidder is responsible for taking the appropriate measures to submit a bid. These measures include, but are not limited to acquiring hardware, software, and Internet connectivity needed for submitting a bid via the Owner's bidding system.

- 8.1. **Proposal Form.** Use the electronic proposal form in the Owner's bidding system. When regular bid items have corresponding replacement alternate items, select the bid item or group of items to be used for the bid tabulation. Acknowledge all addenda listed in the Owner's bidding system.

The electronic proposal form does not contain the special provisions, special specifications, general notes, and other Contract documents. These documents are included by reference.

- 8.2. **Proposal Guaranty.** Provide a proposal guaranty in the amount indicated on the proposal form. Use an electronic bid bond. Guaranty checks or printed bid bonds will not be accepted.

For a JV, the bond must be in the name of all JV participants. Enter the bond authorization code into the Owner's bidding system.

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

- 8.3. **Submittal of Bid.** Submit the bid to the vault using the Owner's bidding system.
- 8.4. **Revising the Proposal Form.** Make desired changes in the Owner's bidding system up until the time and date set for the opening of bids. The last bid submitted to the vault will be used for tabulation purposes.
- 8.5. **Withdrawing a Bid.** Submit an electronic or written request to withdraw a bid before the time and date set for the opening. The Owner will not accept oral requests. An electronic request must be made using the Owner's bidding system.

If a bidder is unable to withdraw an electronic bid using the Owner's bidding system, a written request may be submitted. A written request must be signed and submitted to the Letting Official conducting the letting, with proof of identification. The request must be made by a person authorized to bind the Bidder or Bidders. In the case of a JV, the Owner will accept a request from any person authorized to bind a party to the JV. The Owner may require written delegation of authority to withdraw a bid when the individual sent to withdraw the bid is not authorized to bind the Bidder or Bidders.

9. PRINTED BID

- 9.1. **Proposal Form.** Mark all entries in ink. As an alternative to hand writing the unit prices on the proposal form, submit a typed proposal form. A typed proposal form must contain the information in the format shown on the "Example of Bid Prices Submitted by Computer Printout" on the proposal form.
- When regular bid items have corresponding replacement alternate items, select the bid item or group of items to be used for the bid tabulation. Acknowledge all addenda by checking the appropriate box on the addendum acknowledgement page. Provide the complete and correct name of the Bidder submitting the bid. A person authorized to bind the Bidder must sign the proposal form. In the case of a JV, provide the complete and correct name of all Bidders submitting the bid. In the case of a JV, the person signing the proposal form must be authorized to bind all JV participants.
- 9.2. **Proposal Guaranty.** Provide a proposal guaranty in the amount indicated on the proposal form. Use either a guaranty check or a printed bid bond. An electronic bid bond may be used as the guaranty. Ensure the electronic bid bond meets the requirements of Section 2L.8.2., "Proposal Guaranty," and submit the electronic bid bond with the printed bid.
- 9.2.1. **Guaranty Check.** When used, make the check payable to the Owner. The check must be a cashier's check, money order, or teller's check drawn by or on a state or national bank, or a state or federally chartered credit union (collectively referred to as "bank"). The check must be dated on or before the date of the bid opening. Postdated checks will not be accepted. The type of check or money order must be indicated on the face of the instrument, except in the case of a teller's check, and the instrument must be no more than 90 days old. A check must be made payable at or through the institution issuing the instrument, be drawn by a bank and on a bank, or be payable at or through a bank. The Owner will not accept personal checks, certified checks, or other types of money orders.
- 9.2.2. **Bid Bond.** When a bond is used, use the bid bond form provided by the Owner. Submit the bid bond in the amount specified with the powers of attorney dated and attached. The bond must be dated on or before the date of the bid opening, bear the impressed seal of the Surety, and be signed by the Bidder or Bidders and an authorized individual of the Surety. As an alternative for JV Bidders, each Bidder may submit a separate bid bond completed as outlined in this Section. Bid bonds will only be accepted from Sureties authorized to execute a bond under and in accordance with state law.
- 9.3. **Submittal of Bid.** Place the completed proposal form and the proposal guaranty in a sealed envelope marked to indicate the contents.

When submitting by mail or delivery service, place the envelope in another sealed envelope and address as indicated in the official advertisement. It is the Bidder's responsibility to ensure that the sealed bid arrives at the location described on or before the time and date set for the bid opening. To be accepted, the bid must be in the hands of the Letting Official by that time of opening regardless of the method chosen for delivery.

- 9.4. **Revising the Proposal Form.** Make desired changes to the proposal form in ink, initial each change made, and submit the proposal to the Letting Official. Correction fluid or tape will be considered a change to the bid and requires the initials of the Bidder. The Owner will not revise a bid on behalf of a Bidder.
- 9.5. **Withdrawing a Bid.** Submit to the Letting Official conducting the letting a written request to withdraw a bid before the time and date set for the opening. The Owner will not accept oral requests. A written request must be signed and submitted to the Letting Official conducting the letting, with proof of identification. The request must be made by a person authorized to bind the Bidder or Bidders. In the case of a JV, the Owner will accept a request from any person authorized to bind a party to the JV. The Owner may require written delegation of authority to withdraw a bid when the individual sent to withdraw the bid is not authorized to bind the Bidder or Bidders.

10. OPENING AND READING OF BIDS

At the time, date, and location specified in the official advertisement, the Letting Official will publicly open and read bids.

11. TABULATING BIDS

- 11.1. **Official Total Bid Amount.** The Owner will sum the products of the quantities and the unit prices bid on the proposal form to determine the official total bid amount, except as provided in Section 2L.11.5., "Consideration of Unit Prices." The official total bid amount is the basis for determining the apparent low Bidder. The total bid amounts will be compared and the results made public.
- 11.2. **Consideration of Bid Format.** When a Bidder submits both an electronic bid and a printed bid that are responsive, the unit bid prices in the electronic bid will be used to determine the total bid amount. If the electronic bid is incomplete or nonresponsive, the printed bid will be used in the tabulation of the total bid amount.
- If a Bidder submits two or more printed bids, all responsive bids will be tabulated. The bid with the lowest tabulation will be used to determine the total bid amount.
- 11.3. **Rounding of Unit Prices.** The Owner will round off all unit bids involving fractional parts of a cent to the nearest one-tenth cent (\$0.001) in determining the amount of the bid as well as computing the amount due for payment of each item under the Contract. For rounding purposes, entries that contain five-hundredths of a cent (\$0.0005) or more will be rounded up to the next highest tenth of a cent, while entries that contain less than five-hundredths of a cent will be rounded down to the next lowest tenth of a cent and in accordance with Section 2L.11.5., "Consideration of Unit Prices." Bids less than one-tenth of a cent (\$0.001) will be rounded to one-tenth of a cent (\$0.001). When credit items are included (negative unit prices), rounding is performed on the absolute value.
- 11.4. **Interpretation of Unit Prices.** The Owner will make a documented determination of the unit bid price if a unit bid price is illegible or conflicting in the case of replacement alternate items. The Owner's determination will be final.
- 11.5. **Consideration of Unit Prices.** Unit bid price entries such as no dollars and no cents, zero dollars and zero cents, or numerical entries of less than \$0.001 will be tabulated as one-tenth of a cent (\$0.001). Proposals in which unit bid prices have been left blank are incomplete and nonresponsive.
- 11.5.1. **Alternate Items.** If a proposal has a regular and corresponding alternate item or group of items, the proposal will be considered complete if:

- the regular item or group of regular items has unit prices entered,
- the alternate item or group of alternate items has unit prices entered, or
- both regular item or group of regular items and alternate item or group of alternate items have unit prices entered. The Owner will use the price bid for the regular or the alternate item, or group of items, that will result in the lowest cost to the State.

The bid will be considered incomplete and nonresponsive if:

- a regular item or group of regular items is left blank, or
- a corresponding alternate item or group of alternate items is left blank.

- 11.5.2. **Additive Alternate Items.** The Owner will sum the products of the quantities and the unit prices bid for the regular items on the proposal form to determine the total bid amount for the base bid. The official total bid amount will be determined by the summation of the base bid plus a predetermined order of additive alternate items, not to exceed the Owner's budgeted amount for the Contract. An estimate of the budgeted amount may be shown on the plans.

The Contract will identify the base bid work and additive alternate work to be performed. The Owner makes no guarantee that the additive alternate work will be required.

- 11.5.3. **A + B Bidding.** The official total bid amount will be determined by the summation of the Contract amount and the time element. The Owner will use the following formula to make the calculation:

$$A + B1 + B2 + BX + \dots + BT$$

The Contract amount, equal to A in the formula, is determined by the summation of the products of the approximate quantities shown in the proposal and the unit bid prices bid, and the time element, equal to B1, B2, BX (when phases are included as bid components), and BT (substantial completion of the project when included as a bid component), of the bid is determined by multiplying the number of working days bid to substantially complete the project, or phases, by the daily road-user cost (RUC) shown on the plans. When partial days are bid, they will be rounded up to the nearest whole day.

The formula above determines the low Bidder and establishes the Contract time or time for specific phases of the Contract.

- 11.5.4. **Rubber Additives.** For proposed Contracts without federal funds, if an alternate item for "Hot Asphalt-Rubber Surface Treatments" or "Hot-Mix Asphalt Concrete Pavement" that contains ground tire rubber is shown on the proposal form and the Bidder bids that alternate item, the amounts bid for "Hot Asphalt-Rubber" and "Aggregate" or "Hot-Mix Asphalt Concrete" will be reduced to 85% of the amounts actually bid. This reduction will only be used for the purposes of determining the lowest Bidder. To qualify, the ground tire rubber used must be produced from scrap tire ground in a facility in Texas. Payment for "Hot Asphalt-Rubber" and "Aggregate" or "Hot-Mix Asphalt Concrete" will be at the actual unit prices bid.

- 11.5.5. **Home State Bidding Preference.** For the purpose of determining the apparent low Bidder on proposed Contracts without federal funds, the Owner will select the option that results in the greatest bidding preference to the resident Bidder.

- 11.5.5.1. **Reverse Application of Non-Resident Bidder's Home State Bidding Preference.** The total bid amount will be based upon the reverse application of the non-resident Bidder's home state bidding preference, if any. This will also apply to another state's preference for a Bidder that offers materials grown, produced, processed, or manufactured in that state.

Any reverse application of the home state bidding preference will be the greater of the following:

- the amount by which a resident Bidder would be required to underbid the non-resident Bidder to obtain a comparable contract in the state in which the non-resident's principal place of business is located; or

- the amount by which a resident Bidder would be required to underbid the non-resident Bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the Contract will be performed.

11.5.5.2.

Texas Home State Bidding Preference. A Bidder will be considered the apparent low Bidder if the Bidder's home office is located in this state and their bid does not exceed an amount equal to 105% of the apparent low bid received from a Bidder whose home office is not located in this state. This will not apply to a Bidder from a bordering state whose state does not give a preference to a Bidder in a manner similar to this Section.

12. CONSIDERATION OF BID ERRORS

The Owner will consider a claim of a bid error by the apparent low Bidder if the following requirements have been met:

- a written notification is submitted to the Owner within 5 business days after the date the bid is opened and
- the submittal identifies the items of work involved and includes bidding documentation. The Owner may request clarification of submitted documentation.

The Owner will evaluate the claim of a bid error by the apparent low Bidder by considering the following:

- the bid error relates to a material item of work,
- the bid error amount is a significant portion of the total bid,
- the bid error occurred despite the exercise of ordinary care, and
- the delay of the proposed work will not impact cost and safety to the public.

Acceptance of the bid error claim by the Owner will result in the rejection of all bids. The erring Contractor will not be allowed to bid the project when it is re-let. Rejection of bids due to the Contractor's bid error may result in the application of remedial actions by the Owner.

13. TIE BIDS

If the official total bid amount for two or more Bidders is equal and those bids are the lowest submitted, each tie Bidder will be given an opportunity to withdraw their bid. If two or more tie Bidders do not withdraw their bids, the low Bidder will be determined by a coin toss or a series of coin tosses when there are more than two Bidders. If all tie Bidders request to withdraw their bids, no withdrawals will be allowed and the low Bidder will be determined by a coin toss or a series of coin tosses when there are more than two Bidders. The Letting Official will preside over the proceedings.

14. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The apparent low bidder must submit DBE commitment information on federally funded projects with DBE goals within 5 calendar days (as defined in 49 CFR Part 26, Subpart A) of bid opening. For a submission that meets the 5-day requirement, administrative corrections will be allowed.

If the apparent low Bidder fails to submit their DBE information within the specified timeframe, they will be deemed nonresponsive. The Bidder forfeiting the proposal guaranty will not be considered in future proposals for the same work unless there has been a substantial change in the design of the work. The Owner may recommend that the Commission:

- reject all bids, or
- award the Contract to the new apparent low Bidder, if the new apparent low Bidder has already submitted DBE information to the Owner.

If the new apparent low Bidder did not submit the required DBE information:

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

15. DEPARTMENT OF HOMELAND SECURITY (DHS) E-VERIFY SYSTEM

The Owner will not award a Contract to a Contractor that is not registered in the DHS E-Verify system. Remain active in E-Verify throughout the life of the Contract. In addition, in accordance with Article 8L.2., "Subcontracting," sixth paragraph, include this requirement in all subcontracts and require that subcontractors remain active in E-Verify until their work is completed.

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

The Owner may recommend to:

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

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

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

Item 3L

Award and Execution of Contract



1. AWARD OF CONTRACT

The Owner or original award authority will award, reject, or defer the Contract within 90 days after the opening of the proposal. The Owner reserves the right to reject any or all proposals and to waive technicalities in the best interest of the Owner.

1.1. **Award.** The Owner or original award authority will award the Contract to the low Bidder as determined in accordance with Article 2L.11., "Tabulating Bids." The Owner may award a Contract to the second lowest Bidder when the following requirements have been met:

- the low Bidder withdraws their bid or fails to enter into Contract,
- the second lowest Bidder agrees to perform the work at the unit bid prices of the low Bidder,
- the Owner recommends in writing the award of the Contract to the second lowest Bidder, and
- the Owner's governing body agrees with the Owner recommendation for award to the second lowest Bidder.

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

- collusion may have existed among the Bidders. Collusion participants will not be allowed to bid future proposals for the same Contract,
- the low bid is mathematically and materially unbalanced. The Bidder will not be allowed to bid future proposals for the same Contract,
- the lowest bid is higher than the Owner's estimate, and re-advertising for bids may result in a lower bid,
- the low bid contains a bid error that satisfies the requirements and criteria in Article 2L.12., "Consideration of Bid Errors," or
- rejection of the Contract is in the best interest of the Owner.

1.3. **Deferral.** The Owner may defer the award or rejection of the Contract when deferral is in the best interest of the Owner.

2. RESCINDING OF AWARD

The Owner or original award authority reserves the right to cancel the award of any Contract before Contract execution with no compensation due when the cancellation is in the best interest of the Owner. The Owner will return the proposal guaranty to the Contractor.

3. DISADVANTAGED BUSINESS ENTERPRISE (DBE) AND SMALL BUSINESS ENTERPRISE (SBE)

Submit all DBE and SBE information in the timeframe specified when required by the proposal.

4. EXECUTION OF CONTRACT

Provide the following within 15 days after written notification of award of the Contract.

4.1. **Contract.** Execute the Contract as prescribed by the Owner.

- 4.2. **Bonds.** Execute and date the performance and payment bond in the full amount of the Contract with the powers of attorney. Provide bonds in accordance with Table 1. Furnish the payment and performance bonds as a guaranty for the protection of the claimants and the Owner for labor and materials and the faithful performance of the work.

**Table 1
Bonding Requirements**

Contract Amount	Required Bonds
Less than \$25,000	None
\$25,000–\$100,000	Payment
More than \$100,000	Performance and payment

- 4.3. **Insurance.** For construction and building Contracts, submit a certificate of insurance showing coverages in accordance with the Contract requirements.

Insurances must cover the work for the duration of the Contract and must remain in effect until final acceptance. Provide project-specific insurance, not listed in Table 2, until acceptance of the work covered by the project-specific insurance or as approved by the Engineer. Failure to obtain and maintain insurance for the contracted work may result in suspension of work or default of the Contract. If the insurance expires and coverage lapses for any reason, stop all work until the Owner receives an acceptable certificate of insurance.

Provide the Owner with a certificate of insurance verifying the types and amounts of coverage shown in Table 2. The certificate of insurance must be in a form approved by the Texas Department of Insurance. Certificates of insurance for commercial general liability, auto liability, and workers' compensation must include the Contractor's prequalified name in the "Insured" field. Any certificate of insurance provided must be available for public inspection.

**Table 2
Insurance Requirements**

Type of Insurance	Amount of Coverage
Commercial general liability insurance	Not less than: \$600,000 each occurrence
Business automobile policy	Not less than: \$600,000 combined single limit
Workers' compensation	Not less than: Statutory
All risk builder's risk insurance (for building-facilities contracts only)	100% of Contract price

By signing the Contract, the Contractor certifies compliance with all applicable laws, rules, and regulations pertaining to workers' compensation insurance. This certification includes all subcontractors. Pay all deductibles stated in the policy. Subcontractors must meet the requirements shown in Table 2, either through their own coverage or through the Contractor's coverage.

The workers' compensation policy must include a waiver of subrogation endorsement in favor of the Owner.

For building-facilities contracts, provide all risk builder's risk insurance to protect the Owner against loss by storm, fire, or extended coverage perils on work and materials intended for use on the project, including the adjacent structure. Name the Owner under the Lost Payable clause.

For contracts with railroad requirements, see project-specific details for additional insurance requirements.

Provide a substitute Surety on the Contract bonds in the original full Contract amount within 15 days of notification if the Surety is declared bankrupt or insolvent, the Surety's underwriting limitation drops below the Contract amount or the Surety's right to do business is terminated by the Owner. The substitute Surety must be authorized by the laws of the Owner and acceptable to the Owner. Work will be suspended until a substitute Surety is provided. Working day charges will be suspended for 15 days or until an acceptable Surety is provided, whichever is sooner.

The work performed under this Section will not be measured or paid for directly, but will be subsidiary to pertinent Items.

4.4. **Business Ownership Information.** Submit the names and Social Security numbers of all individuals owning 25% or more of the firm, or firms in the case of a joint venture, on the Owner's form.

4.5. **Railroad Documents.** Provide all required documents for satisfaction of railroad requirements for projects that have work involving railroad right of way. Comply with the requirements of Article 5L.8., "Cooperation with Railroads."

5. FAILURE TO ENTER CONTRACT

If the Contractor fails to comply with all the requirements in Article 3L.4., "Execution of Contract," the proposal guaranty will become the property of the Owner, not as a penalty, but as liquidated damages. The Contractor forfeiting the proposal guaranty will not be considered in future proposals for the same work unless there has been a substantial change in design of the work.

6. APPROVAL AND EXECUTION OF CONTRACT

The Contract will be approved and signed under authority of the Owner.

7. RETURN OF PROPOSAL GUARANTY

The proposal guaranty check of the low Bidder will be retained until after the Contract has been rejected or awarded and executed. Bid bonds will not be returned.

8. BEGINNING OF WORK

Do not begin work until authorized in writing by the Owner.

Verify all quantities of materials shown on the plans before ordering.

9. ASSIGNMENT OF CONTRACT

Do not assign, sell, transfer, or otherwise dispose of the Contract or any portion of the rights, title, or interest (including claims) without the approval of the Owner or original award authority. The Owner must deem any proposed assignment justified and legally acceptable before the assignment can take place.

10. EXCLUDED PARTIES

The Contractor certifies by signing the Contract that the Contractor will not enter into any subcontract with a subcontractor that is debarred or suspended by the Owner or any federal agency.

Item 4L

Scope of Work



1. CONTRACT INTENT

The intent of the Contract is to describe the completed work to be performed. Furnish materials, supplies, tools, equipment, labor, and other incidentals necessary for the proper prosecution and completion of the work in accordance with Contract documents.

2. PRECONSTRUCTION CONFERENCE

Before starting work, schedule and attend a preconstruction conference with the Engineer. Failure to schedule and attend a preconstruction conference is not grounds for delaying the beginning of working day charges. The preconstruction conference may be scheduled with the safety preconstruction meeting described in Section 7L 2.2., "Safety Preconstruction Meeting" and the railroad coordination meeting described in Article 5L 8., "Cooperation with Railroads." Work with the Engineer to resolve or escalate all issues. Execute the project pledge and establish an issue escalation ladder.

2.1. **Project Pledge.** Contractor representatives at the level of foreman and above will certify in writing they will approach the construction of this project in a manner consistent with delivering a high-quality project in a safe, cost-effective, and timely manner, and they will be committed to not allowing personality conflicts or personal interests to interfere with providing the public with a quality project. Failure to uphold this commitment may result in grounds for removal from the project.

2.2. **Issue Resolution Process.** An issue is any aspect of the Contract where parties of the Contract do not agree. The individuals identified at the lowest level of the issue escalation ladder will initiate the issue resolution process by escalating any issue that remains unresolved within the timeframe outlined in the issue escalation ladder.

Work with the Engineer to resolve all issues during the course of the Contract. Refer to Article 4L 7., "Dispute or Claims Procedure," for all unresolved issues.

3. PARTNERING – NOT APPLICABLE

The intent of this Article is to promote an environment of trust, mutual respect, integrity, and fair dealing between the Owner and the Contractor.

Informal partnering does not make use of a facilitator and is led by the Engineer in charge of the work and the Contractor's counterpart, while formal partnering uses the services of a facilitator (internal or external).

3.1. **Procedures for Partnering Meetings and Format.** Informal partnering is required, unless formal partnering is mutually agreed upon instead of the informal partnering.

3.2. **Facilitators.** The facilitator is to act as a neutral party seeking to initiate cooperative working relationships. This individual must have the technical knowledge and ability to lead and guide discussions. Choose either an internal or external facilitator. The facilitator must be acceptable to the Engineer.

3.2.1. **Internal Facilitators.** An Owner or Contractor staff member may be selected as the facilitator at no additional cost to either party.

3.2.2. **External Facilitators.** A private firm or individual that is independent of the Contractor and the Owner may be selected as the facilitator. Submit the facilitator's name and estimated fees for approval before contracting with the facilitator.

3.3. **Meetings and Arrangements.** Coordinate with the Engineer for meeting dates and times, locations including third party facilities, and other needs and appurtenances including but not limited to audio or visual equipment. Make all meeting arrangements for formal partnering. Use Owner facilities or facilities in the vicinity of the project if available. Submit the estimated meeting costs for approval before finalizing arrangements.

Coordinate facilitator discussions before the partnering meeting to allow the facilitator time to prepare an appropriate agenda. Prepare a list of attendees with job titles and include critical Contractor, subcontractor, and supplier staff on the list. Provide the facilitator with the list of attendees and invite the attendees listed.

The Owner will invite and provide a list of attendees that includes, but is not limited to Owner, TxDOT, other local governments, law enforcement, railroad, and utility representatives.

Participate in additional partnering meetings as mutually agreed upon.

3.4. **Payment.** Expenses for labor, Contractor equipment, or overhead will not be allowed. Markups as prescribed in Article 9L 7., "Payment for Extra Work and Force Account Method," will not be allowed.

Informal partnering will be conducted with each party responsible for their own costs.

For formal partnering using internal facilitators, the Contractor will be responsible for arrangements and for expenses incurred by their internal facilitator, including but not limited to meals, travel, and lodging. Owner facilitators may be used at no additional cost.

For formal partnering using external facilitators, submit an invoice to the Engineer for reimbursement. The Owner will reimburse the Contractor for half of the eligible expenses as approved. For external facilitators not approved by the Owner but used at the Contractor's option, the Contractor will be responsible for all costs of the external facilitator.

For meeting facilities and appurtenances, submit an invoice to the Engineer for reimbursement. The Owner will reimburse the Contractor for half of the eligible expenses as approved.

4. CHANGES IN THE WORK

The Engineer reserves the right to make changes in the work, including addition, reduction, or elimination of quantities and alterations needed to complete the Contract. Perform the work as altered. These changes will not invalidate the Contract nor release the Surety. The Contractor is responsible for notifying the sureties of any changes to the Contract.

If the changes in quantities or the alterations do not significantly change the character of the work under the Contract, the altered work will be paid for at the Contract unit price. If the changes in quantities or the alterations significantly change the character of the work, the Contract will be amended by a change order. If no unit prices exist, this will be considered extra work and the Contract will be amended by a change order. Provide cost justification as requested, in an acceptable format.

Payment will not be made for anticipated profits on work that is eliminated.

Agree on the scope of work and the basis of payment for the change order before beginning the work. If there is no agreement, the Engineer may order the work to proceed under Article 9L 7., "Payment for Extra Work and Force Account Method," or by making an interim adjustment to the Contract. In the case of an adjustment, the Engineer will consider modifying the compensation after the work is performed.

A significant change in the character of the work occurs when:

- the character of the work for any item as altered differs materially in kind or nature from that in the Contract, or
- a major item of work varies by more than 25% from the original Contract quantity,

When the quantity of work to be done under any major item of the Contract is more than 125% of the original quantity stated in the Contract, then either party to the Contract may request an adjustment to the unit price on the portion of the work that is above 125%.

When the quantity of work to be done under any major item of the Contract is less than 75% of the original quantity stated in the Contract, then either party to the Contract may request an adjustment to the unit price.

If the changes require additional working days to complete the Contract, Contract working days will be adjusted in accordance with Item 8L, "Prosecution and Progress."

5. DIFFERING SITE CONDITIONS

During the progress of the work, differing subsurface or latent physical conditions may be encountered at the site. The two types of differing site conditions are defined as:

- those that differ materially from those indicated in the Contract, and
- unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract.

Notify the Engineer in writing when differing site conditions are encountered. The Engineer will notify the Contractor in writing when the Owner discovers differing site conditions. Unless directed otherwise, suspend work on the affected items and leave the site undisturbed. The Engineer will investigate the conditions and determine whether differing site conditions exist. The Engineer will provide written notification of the determination whether or not an adjustment of the Contract is warranted. If the differing site conditions cause an increase or decrease in the cost or number of working days specified for the performance of the Contract, the Engineer will make adjustments, excluding the loss of anticipated profits, in accordance with the Contract. Additional compensation will be made only if the required written notice has been provided by either the Contractor or the Engineer.

6. REQUESTS FOR ADDITIONAL COMPENSATION AND DAMAGES

Notify the Engineer in writing of any intent to request additional compensation once there is knowledge of the basis for the request. An assessment of damages is not required to be part of this notice but is desirable. The intent of the written notice requirement is to provide the Engineer an opportunity to evaluate the request and to keep an accurate account of the actual costs that may arise. Minimize impacts and costs.

If written notice is not given, the Contractor waives the right to additional compensation unless the circumstances could have reasonably prevented the Contractor from knowing the cost impact before performing the work. Notice of the request and the documentation of the costs will not be construed as proof or substantiation of the validity of the request. Submit the request in enough detail to enable the Engineer to determine the basis for entitlement, adjustment in the number of working days specified in the Contract, and compensation.

Compensable damages occur when impacts that are the responsibility of the Owner result in additional costs to the Contractor that could not have been reasonably anticipated at the time of letting. Costs of performing additional work are not considered damages. Notify the Engineer in writing as soon as possible for Contractor damages. The intent is to reimburse the Contractor for actual expenses arising from a compensable impact. No profit or markups, other than labor burden, will be allowed. For damages, labor burden will be reimbursed at 35% unless the Contractor can justify higher actual cost. Justification for a higher percentage must be in conformance with the methodology provided by the Owner, submitted

separately for project overhead labor and direct labor, and determined and submitted by a Certified Public Accountant (CPA). Submit CPA-prepared labor burden rates directly to the Owner for approval.

The Owner will not consider fees and interest on requests for additional compensation and damages. Fees include, but are not limited to preparation, attorney, printing, shipping, and various other fees.

If the Contractor requests compensation for damages and the damages are determined to be compensable, then standby equipment costs and project overhead compensation will be based on the duration of the compensable damage and will be limited as follows.

- 6.1. **Standby Equipment Costs.** Payment will be made in accordance with Section 9L 7.1.4.3., "Standby Equipment Costs."
- 6.2. **Project Overhead.** Project overhead is defined as the administrative and supervisory expenses incurred at the work locations. When delay to project completion occurs, reimbursement for project overhead for the Contractor will be made using the following options at the Contractor's discretion:
- reimbursed at 6% (computed as daily cost by dividing 6% of the original Contract amount by the number of original Contract work days), or
 - actual documented costs for the impacted period.

Project overhead for delays impacting subcontractors will be determined from actual documented costs submitted by the Contractor.

Time extensions and suspensions alone will not be justification for reimbursement for project overhead.

- 6.3. **Home Office Overhead.** The Owner will not compensate the Contractor for home office overhead.

7. DISPUTE OR CLAIMS PROCEDURE

The dispute resolution policy promotes a cooperative attitude between the Engineer, Contractor, and Contractor's subcontractors working through the Contractor. Emphasis is placed on resolving issues while they are still current, at the Owner's office, and in an informal manner. Open sharing of information is encouraged by all parties involved so the information provided completely and accurately reflects the issues and facts. If information is not shared, decisions may be limited to relying on the documentation that is available for review.

The Owner's goal is to have a dispute settled by the Engineer before elevating it as a claim to the Owner.

If a dispute cannot be resolved, initiate the Contract claim procedure by submitting a claim to the Owner.

The Contractor, or subcontractor through the Contractor, will file a Contract claim request and a detailed report that provides the basis for the claim. The detailed report will include relevant facts of the claim, cost or other data supporting the claim, a description of any additional compensation requested, and documents supporting the claim.

The claim must include the following certification: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Owner is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

File a claim after completion of the Contract or when required for orderly performance of the Contract. For a claim resulting from enforcement of a warranty period, file the claim no later than 1 yr. after expiration of the warranty period. For all other claims, file the claim no later than 1 yr. after the date the Owner issues notice to the Contractor that they are in default, the date the Owner terminates the Contract, or the date of final acceptance of the Contract. It is the Contractor's responsibility to submit requests in a timely manner.

Item 5L

Control of the Work



1. AUTHORITY OF ENGINEER

The Engineer has the authority to observe, test, inspect, approve, and accept the work (either in writing or orally). The Engineer decides all questions about the quality and acceptability of materials, work performed, work progress, Contract interpretations, applicability of standard details, and acceptable Contract fulfillment. The Engineer has the authority to enforce and make effective these decisions.

- Unless noted elsewhere in the Contract or by the Engineer, payment for Contractor work is in accordance with the Contract requirements at that time. This payment does not eliminate the Contractor's responsibilities for the work as defined in Article 7L.17., "Contractor's Responsibility for Work," or Article 5L.12., "Final Acceptance."
- The Engineer acts as a referee in all questions arising under the terms of the Contract.
- The Engineer's decisions are final and binding.

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

- requiring the Contractor to remove and replace defective work, or reducing payment for defective work,
- removing an individual from the project,
- suspending the work without suspending working day charges,
- assessing standard liquidated damages to recover the Owner's administrative costs, including additional project-specific liquidated damages when specified in the Contract withholding estimates, and
- declaring the Contractor to be in default of the Contract

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

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

2. PLANS AND WORKING DRAWINGS

When required, provide working drawings to supplement the plans with all necessary details not included on the Contract plans. Prepare and furnish working drawings in a timely manner and obtain approval, if required, before the beginning of the associated work. For all working drawing submittal requirements, the Engineer may allow electronic and other alternative submission procedures. Have a licensed professional engineer sign, seal, and date the working drawings as shown in Table 1.

Prepare working drawings using United States standard measures in the English language. The routing of submittals for review and approval will be established at the preconstruction conference. The Contractor is responsible for the accuracy, coordination, and conformity of the various components and details of the working drawings. Owner approval of the Contractor's working drawings will not relieve the Contractor of any responsibility under the Contract. The work performed in accordance with this Article will not be measured or paid for directly, but will be subsidiary to pertinent Items.

**Table 1
Signature and Approval Requirements for Working Drawings**

Working Drawings For		Requires Licensed Professional Engineer's Signature, Seal, and Date	Requires Owner Approval
1. Alternate or optional designs submitted by Contractor		Yes	Yes
2. Supplementary shop and fabrication drawings for structural Items		No unless required on the plans	See applicable Item
3. Contractor-proposed temporary facilities that affect the public safety, not included on the plans		Yes	Yes
4. Form and falsework details	Bridges, retaining walls, and other major structures	Yes unless otherwise shown on the plans	No ¹
	Minor structures	No unless otherwise shown on the plans	No
5. Erection drawings		Yes	No ^{1,2}
6. Contractor-proposed major modifications to traffic control plan		Yes	Yes

1. The Engineer may require that the Contractor have a licensed professional engineer certify that the temporary works are constructed according to the sealed drawings.
2. Approval is required for items spanning over live traffic or where safety of the traveling public is affected, as determined by the Engineer.

Submit shop drawings electronically for the fabrication of structural items in accordance with the Owner's procedures and as directed for other items required by the Contract. References to 11 × 17-in. sheets in individual specifications for structural items imply electronic computer-aided design sheets.

3. CONFORMITY WITH PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS

Furnish materials and perform work in reasonably close conformity with the lines, grades, cross-sections, dimensions, details, gradations, physical and chemical characteristics of materials, and other requirements shown in the Contract. Reasonably close conformity limits are defined in the respective Items of the Contract or, if not defined, as determined by the Engineer. Obtain approval before deviating from the plans and approved working drawings. Do not perform work beyond the lines and grades shown on the plans or any extra work without the Engineer's authority. Work performed beyond the lines and grades shown on the plans or any extra work performed without authority is considered unauthorized and excluded from pay consideration. The Owner will not pay for material rejected due to improper fabrication, excess quantity, or any other reasons within the Contractor's control.

- 3.1. **Acceptance of Defective or Unauthorized Work.** When work fails to meet Contract requirements, but is adequate to serve the design purpose, the Engineer will decide the extent to which the work will be accepted and remain in place. The Engineer will document the basis of acceptance by letter and may adjust the Contract price.
- 3.2. **Correction of Defective or Unauthorized Work.** When work fails to meet Contract requirements and is inadequate to serve the design purpose, it will be considered defective. Correct, or remove and replace, the work at the Contractor's expense, as directed.

The Owner has the authority to correct or to remove and replace defective or unauthorized work. The cost may be deducted from any money due or to become due to the Contractor.

4. COORDINATION OF PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS

The specifications, accompanying plans, special provisions, change orders, and supplemental agreements are intended to work together and be interpreted as a whole.

Numerical dimensions govern over scaled dimensions. Special provisions govern over plans (including general notes), which govern over standard specifications and special specifications. Job-specific plan sheets govern over standard plan sheets.

However, in the case of conflict between plans (including general notes) and specifications regarding responsibilities for hazardous materials and traffic control in Items 1L–10L, “Local Government General Requirements and Covenants,” and Item 502, “Barricades, Signs, and Traffic Handling,” special provisions govern over standard specifications and special specifications, which govern over the plans.

Notify the Engineer promptly of any omissions, errors, or discrepancies upon discovery so necessary corrections and interpretations can be made. Failure to promptly notify the Engineer of discovered omissions, errors, or discrepancies will constitute a waiver of all Contract claims against the Owner for misunderstandings or ambiguities that result from the errors, omissions, or discrepancies.

5. COOPERATION OF CONTRACTOR

Cooperate with the Engineer. Respond promptly to instructions from the Engineer. Provide all information necessary for the successful completion of the Contract.

Designate in writing a competent, English-speaking Superintendent employed by the Contractor. The Superintendent must be experienced in the work being performed and capable of reading and understanding the Contract. Ensure the Superintendent is available at all times and able to receive instructions from the Engineer or authorized Owner representatives and to act for the Contractor. The Engineer may suspend work without suspending working day charges if a Superintendent is not available or does not meet the above criteria.

At the written request of the Engineer, immediately remove from the project any employee or representative of the Contractor or a subcontractor who, in the opinion of the Engineer, does not perform work in a proper and skillful manner or who is disrespectful, intemperate, disorderly, uncooperative, or otherwise objectionable. Do not reinstate these individuals without the written consent of the Engineer.

Furnish suitable machinery, equipment, and construction forces for the proper prosecution of the work.

Provide adequate lighting to address quality requirements and inspection of nighttime work.

6. COOPERATING WITH UTILITIES

Use established safety practices when working near utilities. Consult with the appropriate utilities before beginning work. Notify the Engineer immediately of utility conflicts. The Engineer will decide whether to adjust utilities or adjust the work to eliminate or lessen the conflict. Unless otherwise shown on the plans, the Engineer will make necessary arrangements with the utility owner when utility adjustments are required.

Use work procedures that protect utilities or appurtenances that remain in place during construction. Cooperate with utility companies to remove and rearrange utilities to avoid service interruption or duplicate work by the utility companies. Allow utilities access to the right of way.

Immediately notify the appropriate utility of service interruptions resulting from damage due to construction activities. Cooperate with utilities until service is restored. Maintain access to fire hydrants when necessary.

7. COOPERATION BETWEEN CONTRACTORS

Cooperate and coordinate with other Contractors working within the limits or adjacent to the limits.

8. COOPERATION WITH RAILROADS

Plan and prosecute portions of the work involving a railway to avoid interference with or hindrance to the railroad company.

If the work is on railroad right of way, do not interfere with the operation of the railroad company's trains or other property.

- 8.1. **Railroad Coordination Meeting.** When shown on the plans or directed by the Engineer, schedule and attend a railroad coordination meeting with the Engineer before beginning work or as agreed upon (may be a part of the preconstruction conference described in Article 4L.2., "Preconstruction Conference"). Prepare a list of attendees and invite personnel, including, but not limited to Owner, Contractor, subcontractor, and railroad representatives.

Provide the invitation to the railroad representatives at least 21 calendar days before the railroad coordination meeting.

- 8.2. **Project-Specific Information.** Refer to project-specific plan sheets in the Contract for specific information concerning the work to be completed by the Contractor and the railroad within railroad right of way; railroad right of way locations impacted by construction; percentage of Contract work at each location; train movements at each location; and requirements for railroad insurance, flagging, and Right of Entry (ROE) Agreements.

- 8.3. **Right of Entry Agreement by the Owner.** When shown on the plans, the process for obtaining a fully executed ROE Agreement is as follows.

- The Owner will send the unexecuted ROE Agreement to the Contractor with the unexecuted Contract.
- Partially execute the ROE Agreement and return it to the Owner with the partially executed Contract and required insurance.
- The Owner will coordinate with the railroad company regarding the further execution of the ROE Agreement and associated fees. The Owner will pay any ROE Agreement fees directly to the railroad company.
- Once the Owner has received the fully executed ROE Agreement from the railroad company, the Owner will forward the fully executed ROE Agreement to the Contractor.

- 8.4. **Right of Entry Agreement by the Contractor.** When shown on the plans, contact the railroad company to obtain the ROE Agreement before beginning work on the Contract.

Provide the required insurance to the Owner before beginning work on the Contract.

Execute the ROE Agreement and pay any associated fees to the railroad company. Provide a copy of the fully executed ROE Agreement to the Owner.

9. CONSTRUCTION SURVEYING

Use Method C unless otherwise specified in the Contract. Upon request, the Engineer will allow the Contractor to copy available earthwork cross-sections, computer printouts or data files, and other information necessary to establish and control work. Preserve all control points, stakes, marks, and right of way markers. Assume cost and responsibility of replacing disturbed control points, stakes, marks, and right of way markers damaged by the Contractor's or its subcontractor's operations. If the Owner repairs disturbed control points, stakes, marks, or right of way markers, the cost of repair may be deducted from money due or to become

due to the Contractor. Replace right of way markers under the direction of an RPLS. This work performed under this Article will not be measured or paid for directly, but will be subsidiary to pertinent Items.

The Engineer reserves the right to make measurements and surveys to determine the accuracy of the work and determine pay quantities. The Engineer's measurements and surveys do not relieve the Contractor's responsibility for accuracy of work. Allow the Engineer adequate time to verify the surveying.

- 9.1. **Method A.** The Engineer will set control points for establishing lines, slopes, grades, and centerlines and for providing both vertical and horizontal control.

At minimum, provide a controlling pair of monument points at both the beginning and end of construction project for projects less than 2 mi. in length. For projects greater than 2 mi. in length, monuments will be set in pairs at a minimum of 2 mi. based on the overall length of the project. Use these control points as reference to perform the work.

Furnish materials, equipment, and qualified workforce necessary for the construction survey work. Place construction points, stakes, and marks at intervals sufficient to control work to established tolerances. Place construction stakes at intervals of no more than 100 ft., or as directed. Place stakes and marks so as not to interfere with normal maintenance operations.

- 9.2. **Method B.** The Engineer will set adequate control points, stakes, stationing, and marks to establish lines, slopes, grades, and centerlines. Furnish additional work, stakes, materials, and templates necessary for marking and maintaining points and lines.

- 9.3. **Method C.** Set adequate control points, stakes, and marks to establish lines, slopes, grades, and centerlines. Place construction points, stakes, and marks at intervals sufficient to control work to established tolerances. Place construction stakes at intervals of no more than 100 ft., or as directed. Place stakes and marks so as not to interfere with normal maintenance operations.

10. INSPECTION

Inspectors are authorized representatives of the Engineer. Inspectors are authorized to examine all work performed and materials furnished, including preparation, fabrication, and material manufacture. Inspectors inform the Contractor of failures to meet Contract requirements. Inspectors may reject work or materials and may suspend work until any issues can be referred to and decided by the Engineer. The Engineer may authorize Inspectors to adjust the traffic control. Inspectors cannot alter, add, or waive Contract provisions, issue instructions contrary to the Contract, act as foremen for the Contractor, or interfere with the management of the work. Inspection or lack of inspection will not relieve the Contractor from obligation to provide materials or perform the work in accordance with the Contract.

Provide safe access to all parts of the work and provide information and assistance to the Engineer to allow a complete and detailed inspection. Give the Engineer sufficient notice to inspect the work. Work performed without suitable inspection, as determined by the Engineer, may be ordered removed and replaced at Contractor's expense. Remove or uncover portions of finished work as directed. Once inspected, restore work to Contract requirements. If the uncovered work is acceptable, the costs to uncover, remove, and replace or make good the parts removed will be paid for in accordance with Article 4L.4., "Changes in the Work." If the work is unacceptable, assume all costs associated with repair or replacement, including the costs to uncover, remove, and replace or make good the parts removed.

When a government entity, utility, railroad company, or other entity accepts or pays a portion of the Contract, that organization's representatives may inspect the work but cannot direct the Contractor. The right of inspection does not make that entity a party to the Contract and does not interfere with the rights of the parties to the Contract.

11. FINAL CLEANUP

Upon completion of the work, remove construction project litter, debris, objectionable material, temporary structures, excess materials, and equipment from the work locations. Clean and restore property damaged by the Contractor's operations during the prosecution of the work. Leave the work locations in a neat and presentable condition.

Remove from the right of way cofferdams, construction buildings, material and fabrication plants, temporary structures, excess materials, and debris resulting from construction. Where work is in a stream, remove debris to the ground line of the bed of the stream. Leave stream channels and rights of way in a neat and presentable condition. Clean structures to the flow line or the elevation of the outfall channel, whichever is higher. Dispose of all excess material in accordance with federal, state, and local regulations.

The work performed under this Article will not be paid for directly, but will be subsidiary to Items of the Contract.

12. FINAL ACCEPTANCE

12.1. **Routine Maintenance Contracts.** Not applicable to Locally Let projects.

12.2. **Construction Contracts.** Final acceptance is made when all work is complete and the Engineer, in writing, accepts all work for the work locations in the Contract. Final acceptance relieves the Contractor from further Contract responsibilities.

12.2.1. **Work Completed.** Work completed must include work for vegetative establishment and maintenance, test and performance periods, and work to meet the requirements of Article 5L.11., "Final Cleanup."

12.2.2. **Final Inspection.** After all work is complete, the Engineer in charge of the work will request a final inspection by the Engineer authorized to accept the work.

The final inspection will be made as soon as possible and not later than 10 calendar days after the request. No working day charges will be made between the date of request and final inspection.

After the final inspection, if the work is satisfactory, the Engineer will notify the Contractor in writing of the final acceptance of the work. If the final inspection finds any work to be unsatisfactory, the Engineer will identify in writing all deficiencies in the work requiring correction. Correct the deficiencies identified. Working day charges will resume if these deficiencies are not corrected within 7 calendar days, unless otherwise authorized by the Engineer. Upon correction, the Engineer will inspect to verify that all deficiencies were corrected satisfactorily. The Engineer will provide written notice of the final acceptance.

12.2.3. **Final Measurement.** Final measurements and pay quantity adjustments may be made after final acceptance. Final acceptance will not be held for final measurements or pay quantity adjustments.

12.2.4. **Removal of Traffic Control Devices.** Remove any remaining construction traffic control devices and advance warning signs upon final acceptance or as directed.

12.3. **Multiple Work Orders.** Not applicable to Locally Let projects.

Item 6L

Control of Materials



1. SOURCE CONTROL

Use only materials that meet Contract requirements. Unless otherwise specified or approved, use new materials for the Work. Secure the Engineer's approval of the proposed source of materials to be used before their delivery. Materials can be approved at a supply source or staging area but may be inspected in accordance with Article 6L.4., "Sampling, Testing, and Inspection."

- 1.1. **Buy America.** Comply with the latest provisions of Buy America pertaining to steel and iron in accordance with 23 CFR § 635.410. Use steel or iron materials manufactured in the United States except when waived in accordance with Section 6L 1.2., "Buy America Exceptions."

Submit a notarized original of the TxDOT FORM D-9-USA-1 (Department Form 1818 or equivalent) with the proper attachments for verification of compliance.

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, and bending) and coating (e.g., paint, galvanizing, and epoxy).

- 1.2. **Buy America Exceptions.** Use of iron and steel 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 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 iron or 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.

- 1.3. **Buy Texas.** For construction or maintenance Contracts without federal funds, buy materials produced in Texas when the materials are available at a comparable price and in a comparable period of time. Provide documentation of purchases or a description of good-faith efforts on request. **OMIT**

2. MATERIAL QUALITY

Correct or remove materials that fail to meet Contract requirements or that do not produce satisfactory results. Reimburse the Owner for cost incurred if additional sampling and testing are required by a change of source.

Materials not meeting Contract requirements will be rejected unless the Engineer approves corrective actions. Upon rejection, immediately remove and replace rejected materials.

If the Contractor does not comply with this Article, the Owner may remove and replace defective material. The cost of testing, removal, and replacement will be deducted from the payments due to the Contractor.

3. MANUFACTURER WARRANTIES

Transfer to the Owner warranties and guarantees required by the Contract or received as part of normal trade practice.

4. SAMPLING, TESTING, AND INSPECTION

Incorporate into the work only material that has been inspected, tested, and accepted by the Engineer. Remove, at the Contractor's expense, materials from the work locations that are used without prior testing and approval or written permission of the Engineer.

The material requirements and standard test methods in effect at the time the proposed Contract is advertised govern. Unless otherwise specified, the Engineer will perform testing at Owner's expense. In addition to facilities and equipment required by the Contract, furnish facilities and calibrated equipment required for tests to control the manufacture of construction items. If requested, provide a complete written statement of the origin, composition, and manufacture of materials.

All materials used are subject to inspection or testing at any time during preparation or use. Material that has been tested and approved at a supply source or staging area may be inspected or tested before or during incorporation into the work and rejected if it does not meet Contract requirements. Copies of test results are available upon request. Do not use material that, after approval, becomes unfit for use.

Unless otherwise specified in the Contract, all testing must be performed within the United States and witnessed by the Engineer. If materials or processes require testing outside the contiguous 48 United States, reimburse the Owner for inspection expenses.

5. PLANT INSPECTION AND TESTING

The Engineer may but is not obligated to inspect materials at the acquisition or manufacturing source. Material samples will be obtained and tested for compliance with quality requirements.

If inspection is at the plant, meet the following conditions unless otherwise specified:

- cooperate fully and assist the Engineer during the inspection,
- ensure the Engineer has full access to all parts of the plant used to manufacture or produce materials,
- in accordance with pertinent items and the Contract provide a facility at the plant for use by the Engineer as an office or laboratory
- provide and maintain adequate safety measures and restroom facilities, and
- furnish and calibrate scales, measuring devices, and other necessary equipment in accordance with the Contract.

The Engineer may provide inspection for periods other than daylight hours if:

- continuous production of materials for Owner's use is necessary due to the production volume being handled at the plant, and
- the lighting is adequate to allow satisfactory inspection.

6. STORAGE OF MATERIALS

Store and handle materials to preserve their quality and fitness for the work. Store materials so that they can be easily inspected and retested. Place materials under cover, on wooden platforms, or on other hard, clean surfaces as necessary or when directed.

Obtain approval to store materials on the right of way. Storage space off the right of way is at the Contractor's expense.

7. OWNER-FURNISHED MATERIAL

The Owner will supply materials as shown on the plans. The cost of handling and placing materials supplied by the Owner will not be paid for directly, but will be subsidiary to the Item in which they are used. Assume responsibility for materials upon receipt.

8. USE OF MATERIALS FOUND ON THE RIGHT OF WAY

Material found in the excavation areas and meeting the Owner's specifications may be used in the work. This material will be paid for at the Contract bid price for excavation and under the Item for which the material is used.

Do not excavate or remove any material from within the right of way that is not within the limits of the excavation without written permission. If excavation is allowed within a right of way project-specific location, replace the removed material with suitable material at no cost to the Owner as directed.

9. RECYCLED MATERIALS

The Owner will not allow hazardous wastes, as defined in 30 TAC § 335, proposed for recycling to be used on the project. Use nonhazardous recyclable materials (NRMs) only if the specification for the Item does not disallow or restrict use. Determine whether NRMs are regulated under 30 TAC §§ 312, 330, 332, 334, or 335, and comply with all general prohibitions and requirements. Use NRMs in accordance with [DMS-11000](#), "Evaluating and Using Nonhazardous Recyclable Materials Guidelines," and furnish all documentation in the manner prescribed by the Owner.

10. HAZARDOUS MATERIALS

Comply with the requirements of Article 7L.12., "Responsibility for Hazardous Materials."

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

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

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

Removing Paint from Steel. For contracts that are specifically for painting steel, include the cleaning and painting of steel under Item 446, "Field Cleaning and Painting Steel," as a pay item. Perform work in accordance with that Item.

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

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

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

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

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

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

The Owner retains the right to determine the actual advance notice needed for the change in date to address post office business days and staff availability.

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

11. SURPLUS MATERIALS

Take ownership of surplus materials unless otherwise shown on the plans or directed. Remove and dispose of materials in conformance with federal, state, and local regulations. If requested, provide an appropriate level of documentation to verify proper disposal. When materials are disposed of on private property, provide written authorization from the property owner for the use of the property for this purpose upon request.

Item 7L

Legal Relations and Responsibilities



1. ETHICS – NOT APPLICABLE TO LOCALLY LET PROJECTS

2. SAFETY

- 2.1. **Safety Point of Contact.** Designate, in writing, a Contractor Safety Point of Contact (CSPOC). The Owner will assign an employee for their point of contact designated as Owner's Safety Point of Contact OSPOC. The Contract requires that the Contractor's and subcontractor's employees use the appropriate personal protective equipment (PPE) (e.g., hardhats, safety vests, and protective toe footwear) to meet regulations.

The Contractor will require that crew leaders and foremen (including subcontractors) have attended the required training.

- 2.2. **Safety Preconstruction Meeting.** In cooperation with the Engineer, schedule and attend a safety preconstruction meeting (may be a part of the preconstruction conference in accordance with Article 4L.2., "Preconstruction Conference"). Attendees for this safety preconstruction meeting will be:

- the Contractor,
- subcontractors,
- the Owner,
- local law enforcement, and
- other personnel who play an active role on the project.

- 2.3. **Safety Contingency.** To improve the effectiveness of traffic handling and enhance safety during the course of this project, a safety contingency fund may have been included in the project budget for traffic control plan adjustments and other safety-related improvements.

Costs associated with the adjustments or improvements will be paid for in accordance with Article 9L.7., "Payment for Extra Work and Force Account Method." Article 9L.7., "Payment for Extra Work and Force Account Method," is not intended to be used in lieu of bid items established by the Contract.

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

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

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

Store all equipment not in use in a manner and at locations that will not interfere with the safe passage of traffic.

If the Engineer determines that any of the requirements of this Article have not been met, the Engineer may take corrective action. This will not change the legal responsibilities set forth in the Contract. The cost to the Owner for this work will be deducted from any money due or to become due to the Contractor.

- 2.5. **Use of Blue Warning Lights.** Texas Transportation Code § 547.105 authorizes the use of warning lights to promote safety and provides an effective means of gaining the traveling public's attention as they drive in areas where construction crews are present. To influence the public to move over when high-risk construction activities are taking place, minimize the use of blue warning lights. These lights must be used only while performing work on or near the travel lanes or shoulder where the traveling public encounters construction crews that are not protected by a standard work zone setup, such as a lane closure, a shoulder closure, or one-way traffic control. Refrain from leaving the warning lights engaged while traveling from one work location to another or while parked on the right of way away from the pavement or a work zone.

- 2.6. **Barricades, Signs, and Traffic Handling.** Comply with the requirements of Item 502 "Barricades, Signs, and Traffic Handling," and as directed. Provide traffic control devices as shown on the plans and in accordance with the TMUTCD. When authorized or directed, provide additional signs or traffic control devices not required by the plans.

If an unexpected situation arises that causes the Contractor to believe that the traffic control should be changed, make all reasonable efforts to promptly contact the Engineer. Take prudent actions until the Engineer can be contacted.

The Engineer will inspect the traffic control devices. Comply with the results of the inspection in the prescribed timeframe.

The work performed and materials furnished in accordance with this Section and Item 502 have no bearing on the prosecution of Items 1L–10L, "General Requirements and Covenants," of the Contract. This includes, but is not limited to installing, relocating, and removing project limit advance warning signs.

- 2.6.1. **Contractor Responsible Person and Alternate.** Designate in writing a Contractor's Responsible Person (CRP) and an alternate to be the representative of the Contractor who is responsible for taking or directing corrective measures regarding the traffic control. The CRP or alternate must be accessible by telephone 24 hr. per day and able to respond when notified. The CRP and alternate must comply with the requirements of Section 7L.2.6.5., "Training."
- 2.6.2. **Flaggers.** Designate, in writing, a flagger instructor who will serve as a flagging supervisor and is responsible for training and assuring that all flaggers are qualified to perform flagging duties. Certify to the Engineer that all flaggers will be trained and make available upon request a list of flaggers trained to perform flagging duties.
- Provide flaggers as directed. Flaggers must be courteous and able to effectively communicate with the public. When directing traffic, flaggers must dress appropriately; wear high-visibility safety apparel; use flags, signs, stop-slow paddles, and other hand-signaling devices; and follow the flagging procedures in the TMUTCD. Comply with the requirements of Section 7L.2.6.5., "Training."
- 2.6.3. **Law Enforcement Personnel.** Provide uniformed law enforcement personnel with patrol vehicles as directed. Document the work zone traffic services provided in the manner prescribed by the Owner. Law enforcement personnel providing work zone traffic services must be trained for the service they perform. Comply with Section 7L.2.6.5., "Training."
- 2.6.4. **Other Work Zone Personnel.** Workers involved with traffic control, including the maintenance of the traffic control, must comply with the requirements of Section 7L.2.6.5., "Training."
- 2.6.5. **Training.** Train workers involved with the traffic control using Department-approved training as shown on the "Traffic Control Training" MPL.

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

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

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

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

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

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

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

2.6.5.1.2. **Other Contractor-Developed Training for Other Work Zone Personnel.** For other work zone personnel, the Contractor may provide training meeting the curriculum described below instead of TxDOT-approved training.

Minimum curriculum for Contractor-provided training is as follows.

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

- Adopt a company safety motto: "The Life You Save May Be Your Own," or similar.
- Purpose of the training includes the following.
 - "It's the Law."
 - Make work zones safer for workers and motorists.
 - Understand what is needed for traffic control.
 - Save lives including your own.
- Personal and co-worker safety includes the following.
 - **High-Visibility Safety Apparel.** Discuss compliant requirements; inspect regularly for fading and reduced reflective properties; if night operations are required, discuss the additional and appropriate required apparel in addition to special night work risks; and if moving operations are underway, discuss appropriate safety measures specific to the situation and traffic control plan.

- **Blind Areas.** A blind area is the area around a vehicle or piece of construction equipment not visible to the operators, either by line of sight or indirectly by mirrors. Discuss the “Circle of Safety” around equipment and vehicles; use of spotters; maintaining eye contact with equipment operators; and use of hand signals.
 - **Runovers and Backovers.** Remain alert at all times; keep a safe distance from traffic; avoid turning your back to traffic, and if you must, then use a spotter; and stay behind protective barriers, whenever possible. It is not safe to sit on or lean against a concrete barrier; these barriers can deflect 4 ft. or more when struck by a vehicle.
 - Look out for each other and warn co-workers.
 - Be courteous to motorists.
 - Do not run across active roadways.
 - Workers must obey traffic laws and drive courteously while operating vehicles in the work zones.
 - Workers must be made aware of company distracted driving policies.
- **Nighttime Operations.** Focus on projects with a nighttime element.
 - **Traffic Control Training.** Basics of traffic control include the following.
 - Identify work zone traffic control supervisor and other appropriate persons to report issues to when they arise.
 - Emphasize that work zone traffic control devices must be in clean and undamaged condition. If devices have been hit but not damaged, return them to their correct place and report to the traffic control supervisor. If devices have been damaged, replace with new devices and report to the traffic control supervisor. If devices are dirty, faded, or have missing or damaged reflective tape, clean or replace them and report to the traffic control supervisor. Show examples of unacceptable device conditions. Discuss various types of traffic control devices to be used and where spacing requirements can be found.
 - **Channelizing Devices and Barricades with Slanted Stripes.** Stripes must slant in the direction in which you want traffic to stay or move; demonstrate this with a device.
 - **Traffic Queuing.** Workers must be made aware of traffic queuing and the dangers created by it. Workers must be instructed to immediately notify the traffic control supervisor and other supervisory personnel if traffic is queuing beyond advance warning sign and devices or construction limits.
 - **Signs.** Signs must be straight and not leaning. Report problems to the traffic control supervisor or other as designated for immediate repair. Covered signs must be fully covered. If covers are damaged or out of place, report to the traffic control supervisor or other as designated.

3. LAWS TO BE OBSERVED

Comply with all federal, state, and local laws, ordinances, and regulations that affect the performance of the work. The Contractor is not required to comply with city electrical ordinances not included in this Contract. Indemnify and save harmless the Owner and its representatives against any claim arising from violation by the Contractor of any law, ordinance, or regulation.

This Contract is between the Owner and the Contractor only. No person or entity may claim third-party beneficiary status under this Contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this Contract.

4. PERMITS, LICENSES, AND TAXES

Procure all permits and licenses; pay all charges, fees, and taxes; and give all notices necessary and incidental to the due and lawful prosecution of work, except for permits provided by the Owner and as specified in Article 7L.7., “Preservation of Cultural and Natural Resources and the Environment.”

5. PATENTED DEVICES, MATERIAL, AND PROCESSES

Indemnify and save harmless the Owner from any claims for infringement from the Contractor's use of any patented design, device, material, process, trademark, or copyright selected by the Contractor and used in connection with the work. Indemnify and save harmless the Owner against any costs, expenses, or damages that it may be obliged to pay, by reason of this infringement, at any time during the prosecution or after the completion of the work.

6. PERSONAL LIABILITY OF PUBLIC OFFICIALS

Owner employees are agents and representatives of the Owner and will incur no liability, personal or otherwise, in carrying out the provisions of the Contract or in exercising any power or authority granted under the Contract.

7. PRESERVATION OF CULTURAL AND NATURAL RESOURCES AND THE ENVIRONMENT

Project-specific information pertinent to cultural and natural resources is included in the plan set in the General Notes and on the Environmental Permits, Issues, and Commitments (EPIC) sheet. Adhere to all guidance, Best Management Practices (BMPs), and permits shown on the plans. Signing the Contract certifies compliance with all applicable laws, rules, and regulations pertaining to the preservation of cultural resources, natural resources, and the environment as issued by the following or other agencies.

- OSHA
- TCEQ
- Texas Department of Transportation
- Texas Historical Commission
- Texas Parks and Wildlife Department
- Texas Railroad Commission
- U.S. Army Corps of Engineers (USACE)
- U.S. Department of Energy
- U.S. Department of Transportation
- EPA
- Federal Emergency Management Agency
- U.S. Fish and Wildlife Service

All subcontractors must also comply with applicable environmental laws, rules, regulations, and requirements in the Contract.

- 7.1. **Cultural Resources.** Cease all work immediately if a site, building, or location of historical, archeological, educational, or scientific interest is discovered within the right of way. The site, building, or location will be investigated and evaluated by the Owner.
- 7.2. **Protected and Imperiled Species and Wildlife.** Cease all work immediately and within 50 ft. if a protected or imperiled species, or any species assumed to be protected or imperiled, or wildlife is encountered onsite. Allow any animals to leave the area. Do not kill any wildlife. Contact Owner's environmental staff to investigate and evaluate any species or wildlife issues.
- 7.3. **Migratory Birds.** Bird and nest removal must not occur during vegetation clearing, construction, or maintenance activities on structures where birds or nests are present during the nesting season, as shown on the plans. If work will occur during the nesting season, measures to prevent nest establishment must be used before the start of nesting season or any activity. Contact Owner's environmental staff for assistance with birds and nests.

7.4. **Texas Pollutant Discharge Elimination System (TPDES) Permits and Stormwater Pollution Prevention Plans (SWP3s).**

7.4.1. Projects with Less than 1 Acre of Soil Disturbance Including Required Associated Project Specific Locations (PSLs) in Accordance with TPDES Construction General Permit (CGP) No. TXR150000. No construction site notice (CSN) posting will be required for soil disturbances within the right of way. Adhere to the requirements of the SWP3 and environmental layout as shown on the plans.

7.4.2. Projects with 1 Acre but Less than 5 Acres of Soil Disturbance Including Required Associated PSLs in Accordance with TPDES CGP No. TXR150000. The Owner and the Contractor will operate under a shared SWP3 for portions of the project in the right of way.

The Owner will be considered the primary operator with operational control over plans and specifications as defined in TPDES CGP No. TXR150000 for construction activity in the right of way. The Owner will post a small CSN and follow other requirements as defined in TPDES CGP No. TXR150000 as the entity having operational control over plans and specifications for work shown on the plans in the right of way.

The Contractor will be considered the primary operator with day-to-day operational control as defined in TPDES CGP No. TXR150000 for construction activity in the right of way. In addition to the Owner's actions, the Contractor will post a small CSN and follow other requirements as defined in TPDES CGP No. TXR150000 as the entity having day-to-day operational control of the work shown on the plans in the right of way. This is in addition to the Contractor being responsible for TPDES CGP No. TXR150000 requirements for on-right-of-way and off-right-of-way PSLs. The Contractor will adhere to all requirements of the SWP3 and environmental layout as shown on the plans. The Contractor will be responsible for implementing the SWP3 for the project site as shown on the plans, in conformance with specifications, in accordance with TPDES CGP No. TXR150000, and as directed. Notification to Municipal Separate Storm Sewer System (MS4) operators (when applicable) upon project initiation and completion must be provided in accordance with TPDES CGP No. TXR150000 requirements. A signed copy of the small CSN will be provided to MS4 operators (where applicable) at least 2 days before commencing construction.

With the Engineer's concurrence upon the completion of soil disturbing activities and achieving permanent stabilization of 70% native background vegetation cover, the CSN may be removed.

7.4.3. **Projects with 5 Acres or More of Soil Disturbance Including Required Associated PSLs in Accordance with TPDES CGP No. TXR150000.** The Owner and the Contractor will operate under a shared SWP3 for portions of the project in the right of way. The Owner will be considered the primary operator with operational control over plans and specifications as defined in TPDES CGP No. TXR150000 for construction activities in the right of way. The Owner will post a large CSN and file a Notice of Intent (NOI); Notice of Change (NOC), if applicable; and Notice of Termination (NOT), along with other requirements in accordance with TPDES CGP No. TXR150000, as the entity having operational control over plans and specifications for work shown on the plans in the right of way.

The Contractor will be considered the primary operator for day-to-day operational control as defined in TPDES CGP No. TXR150000 for construction activities in the right of way. In addition to the Owner's actions, the Contractor will file an NOI; NOC, if applicable; and NOT and post a large CSN along with other requirements as the entity having day-to-day operational control of the work shown on the plans in the right of way. This is in addition to the Contractor being responsible for TPDES CGP No. TXR150000 requirements for on-right-of-way and off-right-of way PSLs. Adhere to all requirements of the SWP3 and environmental layout as shown on the plans.

7.4.3.1. **Notice of Intent (NOI).** Contractor will submit an NOI to TCEQ in accordance with TPDES CGP No. TXR150000 requirements. NOI must be submitted at least 7 days before commencement of construction activities at the project site. Contractor must file NOI under the same Regulated Entity Number (RN) as the Owner. Provide a signed copy to the Engineer and any other MS4 operators (where applicable) at the time of submittal. The Owner will submit their NOI before Contractor submission and will provide a copy for Contractor's use in completing the Contractor's NOI form.

- 7.4.3.2. **Notice of Change (NOC).** Upon concurrence of the Engineer, submit an NOC to TCEQ within 14 days of discovery of a change or revision to the NOI as required by the CGP. Provide a signed copy of the NOC to the Engineer and any other MS4 operators (where applicable) at the time of submittal.
- 7.4.3.3. **Notice of Termination (NOT).** Upon concurrence of the Engineer, submit an NOT to TCEQ within 30 days of the Engineer's approval that 70% native background vegetative cover is met or equivalent permanent stabilization has been employed in accordance with TPDES CGP No. TXR150000. Provide a signed copy of the NOT to the Engineer and any other MS4 operators (where applicable) at the time of submittal.
- 7.4.4. **Training.** Not applicable to Locally Let Projects.
- 7.5. **Work in Waters of the United States.** For work in the right of way, the Owner will obtain any required Section 404 permits from U.S. Army Corps of Engineers USACE before work begins. Adhere to all agreements, mitigation plans, and standard BMPs required by the permit. When Contractor-initiated changes in the construction method change the impacts on Waters of the United States, obtain new or revised Section 404 permits.
- 7.6. **Work in Navigable Waters of the United States.** For work in the right of way, the Owner will obtain any required Section 9 permits from the U.S. Coast Guard before work begins. Adhere to the stipulations of the permits and associated BMPs. When Contractor-initiated changes in the construction method change the impacts on Navigable Waters of the United States, obtain new or revised Section 9 permits.
- 7.7. **Work over Recharge or Contributing Zone of Protected Aquifers.** Make every reasonable effort to minimize the degradation of water quality resulting from impacts relating to work over the recharge or contributing zones of protected aquifers, as defined and delineated by TCEQ. Use BMPs and perform work in accordance with the Contract requirements.
- 7.8. **Project Specific Locations.** For all PSLs on or off the right of way (e.g., material sources, waste sites, parking areas, storage areas, field offices, staging areas, and haul roads), comply with all applicable laws, rules, and regulations pertaining to the preservation of cultural resources, natural resources, and the environment in accordance with Section 7L 7.1., "Cultural Resources." All subcontractors must also comply with applicable environmental laws, rules, regulations, and requirements in the Contract. Maintain documentation of environmental compliance activities, including environmental consultant reports and correspondence with the resource agencies. Provide documentation upon request. Obtain written approval from the Engineer for all PSLs in the right of way not specifically addressed on the plans. Prepare an SWP3 for all Contractor facilities, such as asphalt or concrete plants located within right of way. Comply with all TCEQ permit requirements for portable facilities, such as concrete batch plants, rock crushers, and asphalt plants. Ensure compliance with all environmental issues, such as Section 404 permits, wetland delineation, endangered species consultation requirements, or archeological and historic site impacts. Obtain all permits and clearances in advance.
- 7.9. **Contractor Responsibility.** If the Contractor initiates changes to the Contract and the Owner approves the changes, the Contractor is responsible for obtaining clearances and coordinating with the appropriate regulatory agencies.

8. AGRICULTURAL IRRIGATION

Regulate the sequence of work and make provisions as necessary to provide for agricultural irrigation or drainage during the work. Meet with the service provider or landowner to determine the proper time and sequence when irrigation demands will permit shutting off water flows to perform work.

Unless otherwise shown on the plans, the work performed in accordance with this Article will not be measured or paid for directly, but will be subsidiary to pertinent Items.

9. SANITARY PROVISIONS

Provide and maintain adequate, neat, and sanitary toilet accommodations for employees, including State employees, in compliance with the requirements and regulations of the Texas Department of State Health Services or other authorities having jurisdiction.

10. ABATEMENT AND MITIGATION OF EXCESSIVE OR UNNECESSARY NOISE

Minimize noise throughout all phases of the Contract. Exercise particular and special efforts to avoid the creation of unnecessary noise impact on adjacent noise-sensitive receptors in the placement of non-mobile equipment, such as air compressors, generators, and pumps. Place mobile and stationary equipment to cause the least disruption to normal adjacent activities.

All equipment associated with the work must be equipped with components to suppress excessive noise, and these components must be maintained in their original operating condition considering normal depreciation. Noise attenuation devices installed by the manufacturer, such as mufflers, engine covers, and insulation, must not be removed or rendered ineffectual, or be permitted to remain off the equipment while the equipment is in use.

11. USING EXPLOSIVES OMIT

Do not endanger life or property. When required by the plans or requested, provide a written blasting plan. The Owner retains the right to reject the blasting plan. Store all explosives securely, and clearly mark all storage places with "DANGER—EXPLOSIVES." Store, handle, and use explosives and highly flammable material in compliance with federal, state, and local laws, ordinances, and regulations. Assume liability for property damage, injury, or death resulting from the use of explosives.

Give at least 48-hr. advance notice to the appropriate railroad representative before doing any blasting work involving the use of electric blasting caps within 200 ft. of any railroad track.

12. RESPONSIBILITY FOR HAZARDOUS MATERIALS

Comply with the requirements of Article 6L.10., "Hazardous Materials." Indemnify and save harmless the Owner and its agents and employees from all suits, actions, or claims and from all liability and damages for any injury or damage to any person or property arising from the generation or disposition of hazardous materials introduced by the Contractor on any work done by the Contractor on Owner-owned or controlled sites. Indemnify and save harmless the Owner and its representatives from any liability or responsibility arising out of the Contractor's generation or disposition of any hazardous materials obtained, processed, stored, or shipped, on sites not owned or controlled by the Owner. Reimburse the Owner for all payments, fees, or restitution the Owner is required to make as a result of the Contractor's actions.

13. RESTORING SURFACES OPENED BY PERMISSION

Do not authorize anyone to make an opening in the highway for utilities, drainage, or any other reason without written permission from the Engineer. Repair all openings as directed. Payment for repair of surfaces opened by permission will be made in conformance with pertinent Items or in accordance with Article 4L.4., "Changes in the Work." Costs associated with openings made with Contractor authorization but without Owner approval will not be paid.

14. PROTECTING ADJACENT PROPERTY

Protect adjacent property from damage. If any damage results from an act or omission on the part of or on behalf of the Contractor, take corrective action to restore the damaged property to a condition similar or equal to that existing before the damage was done.

15. RESPONSIBILITY FOR DAMAGE CLAIMS

Indemnify and save harmless the Owner and its agents and employees from all suits, actions, or claims and from all liability and damages for any injury or damage to any person or property due to the Contractor's negligence in the performance of the work and from any claims arising or amounts recovered under any laws, including workers' compensation and the Texas Tort Claims Act. Indemnify and save harmless the Owner and assume responsibility for all damages and injury to property of any character occurring during the prosecution of the work resulting from any act, omission, neglect, or misconduct on the Contractor's part in the manner or method of executing the work; from failure to properly execute the work; or from defective work or material.

Pipelines and other underground installations that may or may not be shown on the plans may be located within the right of way. Indemnify and save harmless the Owner from any suits or claims resulting from damage by the Contractor's operations to any pipeline or underground installation. Make available the scheduled sequence of work to the respective utility owners so that they may coordinate and schedule adjustments of their utilities that conflict with the proposed work.

16. HAULING AND LOADS ON ROADWAYS AND STRUCTURES

Comply with federal and state laws concerning legal gross and axle weights. Except for the designated Interstate system, vehicles with a valid yearly overweight tolerance permit may haul materials to the work locations at the permitted load. Provide copies of the yearly overweight tolerance permits to the Engineer upon request. Construction equipment is not exempt from oversize or overweight permitting requirements on roadways open to the traveling public.

Protect existing bridges and other structures that will remain in use by the traveling public during and after the completion of the Contract. Construction traffic on roadways, bridges, and culverts within the limits of the work, including any structures under construction that will remain in service during and after completion of the Contract, is subject to legal size and weight limitations.

Additional temporary fill may be required by the Engineer for hauling purposes for the protection of certain structures. This additional fill will not be paid for directly, but will be subsidiary to pertinent Items.

Replace or restore to original condition any structure damaged by the Contractor's operations.

The Engineer may allow equipment with oversize or non-divisible overweight loads to operate without a permit within the work locations on pavement structures not open to the traveling public. Submit Contractor-proposed changes to traffic control plans for approval, in accordance with Item 502. The following Sections further address overweight allowances. The Owner will make available to the Contractor any available plans and material reports for existing structures.

- 16.1. **Overweight Construction Traffic Crossing Structures.** The Engineer may allow crossing of a structure not open to the public within the work locations when divisible or non-divisible loads exceed legal weight limitations, including limits for load-posted bridges. Obtain written permission to make these crossings. Submit for approval a structural analysis by a licensed professional engineer indicating that the excessive loads should be allowed. Provide a manufacturer's certificate of equipment weight that includes the weight distribution on the various axles and any additional parts, such as counterweights, the configuration of the axles, or other information necessary for the analysis. Submit the structural analysis and supporting documentation sufficiently in advance of the move to allow for review by the Engineer. Permission may be granted if the Engineer finds that no damage or overstresses exceeding those normally allowed for occasional overweight loads will result to structures that will remain in use after Contract completion. Provide temporary matting or other protective measures as directed.

Schedule loads so that only one vehicle is on any span or continuous unit at any time. Use barricades, fences, or other positive methods to prevent other vehicular access to structures at any time the overweight load is on any span or continuous unit.

- 16.2. **Construction Equipment Operating on Structures.** Cranes and other construction equipment used to perform construction operations that exceed legal weight limits may be allowed on structures. Before any operation that may require placement of equipment on a structure, submit for approval a detailed structural analysis prepared by a licensed professional engineer.
- Submit the structural analysis and supporting documentation sufficiently in advance of the use to allow for review by the Engineer. Include all axle loads and configurations, spacing of tracks or wheels, tire loads, outrigger placements, center of gravity, equipment weight, and predicted loads on tires and outriggers for all planned movements, swings, or boom reaches. The analysis must demonstrate that no overstresses exceeding those normally allowed for occasional overweight loads will occur.
- 16.3. **Loads on Structures.** Do not store or stockpile material on bridge structures without written permission. If required, submit a structural analysis and supporting documentation by a licensed professional engineer for review by the Engineer. Permission may be granted if the Engineer finds that no damage or overstresses exceeding those normally allowed for occasional overweight loads will result to structures that will remain in use after Contract completion. Provide temporary matting or other protective measures as directed.
- 16.4. **Hauling Divisible Overweight Loads on Pavement Within Work Locations.** The Engineer may allow divisible overweight loads on pavement structures within the work locations not open to the traveling public. Obtain written approval before hauling the overweight loads. Include calculations to demonstrate that there will be no damage or overstress to the pavement structure.

17. CONTRACTOR'S RESPONSIBILITY FOR WORK

Until final acceptance of the Contract, take every precaution against injury or damage to any part of the work by the action of the elements or by any other cause, whether arising from the execution or from the non-execution of the work. Protect all materials to be used in the work at all times, including periods of suspension.

When any roadway or portion of the roadway is in suitable condition for travel, it may be opened to traffic as directed. Opening of the roadway to traffic does not constitute final acceptance.

Repair damage to all work until final acceptance. Repair damage to existing facilities in accordance with the Contract or as directed by the Engineer. Repair damage to existing facilities or work caused by Contractor operations at the Contractor's expense. Repair work for damage that was not due to the Contractor's operations will not be paid for except as provided below.

- 17.1. **Reimbursable Repair.** Except for damage to appurtenances listed in Section 7L.17.2.1., "Unreimbursed Repair," the Contractor will be reimbursed for repair of damage caused by:
- motor vehicle, watercraft, aircraft, or railroad-train incident;
 - vandalism; or
 - Acts of God, such as earthquake, tidal wave, tornado, hurricane, or other cataclysmic phenomena of nature.
- 17.2. **Appurtenances.**
- 17.2.1. **Unreimbursed Repair.** Except for destruction (not reusable) due to Acts of God, reimbursement will not be made for repair of damage to the following temporary appurtenances, regardless of cause:
- signs,
 - barricades, and
 - other work zone traffic control devices.

Crash cushion attenuators and guardrail end treatments are reimbursed in accordance with Section 7L.17.2.2., "Reimbursed Repair." Truck-mounted attenuators, trailer attenuators, and portable changeable message signs are eligible for reimbursed repair in accordance with Section 7L.17.2.2.,

"Reimbursed Repair." Reimbursement will only be made when the Engineer directs the placement of the device in a location other than what is depicted in the Contract and the Contractor is unable to seek reimbursement from third-party insurance.

Where the Contractor retains replaced appurtenances after completion of the project, the Owner will limit the reimbursement to the cost that is above the salvage value at the end of the project.

- 17.2.2. **Reimbursed Repair.** Reimbursement will be made for repair of damage due to the causes listed in Section 7L.17.1, "Reimbursable Repair."
- 17.3. **Roadways and Structures.** Until final acceptance, the Contractor is responsible for all work constructed under the Contract. The Owner will not reimburse the Contractor for repair work to new construction, unless the failure or damage is due to one of the causes listed in Section 7L.17.1., "Reimbursable Repair."
- The Owner will be responsible for the cost for repair of damage to existing roadways and structures not caused by the Contractor's operations.
- 17.4. **Detours.** The Contractor will be responsible for the cost of maintenance of detours constructed under the Contract, unless the failure or damage is due to one of the causes listed in Section 7L.17.1., "Reimbursable Repair." In addition, the Engineer will reimburse the Contractor for repairs to detours when failures occur for reasons beyond the Contractor's control. Reimbursement will be made for repairs to detours constructed unless the failure was due to materials and workmanship. The Owner will be responsible for the cost of maintenance of existing streets and roadways used for detours or handling traffic.
- 17.5. **Relief from Maintenance.** The Engineer may relieve the Contractor from responsibility of maintenance in accordance with this Section. This relief does not release the Contractor from responsibility for defective materials or work or constitute final acceptance. The Engineer will direct the Contractor to remove advance warning signs upon issuance of relief from maintenance.
- 17.5.1. **Isolated Work Locations.** For isolated work locations, when all work is completed, including work in accordance with Article 5L.11., "Final Cleanup," the Engineer may relieve the Contractor from responsibility for maintenance.
- 17.5.2. **Work Except for Vegetative Establishment and Test Periods.** When all work for all or isolated work locations has been completed, including work in accordance with Article 5L.11., "Final Cleanup," with the exception of vegetative establishment and maintenance periods and test and performance periods, the Engineer may relieve the Contractor from responsibility for maintenance of completed portions of work.
- 17.5.3. **Work Suspension.** When all work is suspended for an extended period of time, the Engineer may relieve the Contractor from responsibility for maintenance of completed portions of work during the period of suspension.
- 17.5.4. **When Directed by the Engineer.** The Engineer may relieve the Contractor from the responsibility for maintenance when directed.
- 17.6. **Basis of Payment.** When reimbursement for repair work is allowed and performed, payment will be made in conformance with pertinent Items or in accordance with Article 4L.4., "Changes in the Work."

18. ELECTRICAL REQUIREMENTS

- 18.1. **Definitions.**
- 18.1.1. **Electrical Work.** Electrical work is work performed for:
- Item 610, "Roadway Illumination Assemblies,"
 - Item 614, "High Mast Illumination Assemblies,"
 - Item 616, "Performance Testing of Lighting Systems,"

- Item 617, "Temporary Roadway Illumination,"
- Item 618, "Conduit,"
- Item 620, "Electrical Conductors,"
- Item 621, "Tray Cable,"
- Item 622, "Duct Cable,"
- Item 628, "Electrical Services,"
- Item 680, "Highway Traffic Signals,"
- Item 681, "Temporary Traffic Signals,"
- Item 684, "Traffic Signal Cables,"
- Item 685, "Roadside Flashing Beacon Assemblies,"
- other Items that involve either the distribution of electrical power greater than 50 volts or the installation of conduit and duct banks,
- the installation of conduit and wiring associated with Item 624, "Ground Boxes" and Item 656, "Foundations for Traffic Control Devices," and
- the installation of the conduit system for communication and fiber optic cable.

Electrical work does not include the installation of communications or fiber optic cable, or the connections for low-voltage and inherently power-limited circuits, such as electronic or communications equipment. Assembly and placement of poles, structures, cabinets, enclosures, manholes, or other hardware will not be considered electrical work if no wiring, wiring connection, or conduit work is done at the time of assembly and placement.

18.1.2. **Specialized Electrical Work.** Specialized electrical work is work that includes the electrical service and feeders, sub-feeders, branch circuits, controls, raceways, and enclosures for the following:

- pump stations,
- moveable bridges,
- ferry slips,
- motor control centers,
- facilities required in accordance with Item 504, "Field Office and Laboratory,"
- rest area or other public buildings,
- weigh-in-motion stations,
- electrical services larger than 200 amps,
- electrical services with main or branch circuit breaker sizes not shown in the Contract, and
- any three-phase electrical power.

18.1.3. **Certified Person.** A certified person is a person who has passed the test from TxDOT's course TRF450, "TxDOT Roadway Illuminations and Electrical Installations," or other courses as approved by the Traffic Safety Division. Submit a current and valid TRF certification upon request. Texas A&M Engineering Extension Service (TEEX) certifications for "TxDOT Electrical Systems" course will not be accepted.

18.1.4. **Licensed Electrician.** A licensed electrician is a person with a current and valid unrestricted master electrical license, or unrestricted journeyman electrical license, who is supervised or directed by an unrestricted master electrician. An unrestricted master electrician need not be on the work locations at all times while electrical work is being done, but the unrestricted master electrician must approve work performed by the unrestricted journeyman. Licensed electrician requirements by city ordinances do not apply to on State system work.

The unrestricted journeyman and unrestricted master electrician licenses must be issued by the Texas Department of Licensing and Regulation or by a city in Texas with a population of 50,000 or greater that issues licenses based on passing a written test and demonstrating experience.

The Engineer may accept other states' electrical licenses. Submit documentation of the requirements for obtaining that license. Acceptance of the license will be based on sufficient evidence that the license was issued based on:

- passing a test based on the NEC like that used by Texas licensing officials, and
- sufficient electrical experience commensurate with general standards for an unrestricted master and unrestricted journeyman electrician in the State of Texas.

18.2. **Work Requirements.** The qualifications required to perform electrical work and specialized electrical work are shown in Table 1.

**Table 1
Work Requirements**

Type of Work	Qualifications to Perform Work
Electrical work with plans	Licensed electrician, certified person, or workers directly supervised by a licensed electrician or certified person
Electrical work without plans	Licensed electrician or workers directly supervised by a licensed electrician
Specialized electrical work	Licensed electrician or workers directly supervised by a licensed electrician
Replace lamps, starting aids, and changing fixtures	Licensed electrician, certified person, or workers directly supervised by a licensed electrician or certified person
Conduit in precast section with approved working drawings	Inspection by licensed electrician or certified person
Conduit in cast-in-place section	Inspection by licensed electrician or certified person
All other electrical work (e.g., troubleshooting, repairs, and component replacement)	Licensed electrician or workers directly supervised by a licensed electrician

“Directly supervised by a licensed electrician” means that a licensed electrician is physically present during all electrical work. “Directly supervised by a licensed electrician or certified person” means that a licensed electrician or certified person is physically present during all electrical work.

A non-certified person may install conduit in cast-in-place concrete sections if the work is verified by a certified person before concrete placement.

When IMSA certification is specified on the plans, the requirements shown in Table 1 will still apply to the installation of the conduit, ground boxes, electrical services, pole grounding, and electrical conductors installed in accordance with Item 620.

19. PAYROLLS

Pay employees and contract labor no less than the predetermined wage rates shown in the Contract. Require that subcontractors pay no less than the predetermined wage rates shown in the Contract.

Payroll records must contain the information required by law. As an option, Form WH-347, “Payroll,” is provided by the U.S. Department of Labor.

Maintain payroll and related records during the course of the Contract and preserve these records for 3 yr. following the completion of the Contract or as required by law.

19.1. **Minimum Wage Requirements for Federally Funded Contracts.** Comply with the requirements of FHWA-1273, “Required Contract Provisions Federal-Aid Construction Contracts.”

For construction contracts, submit payroll records to the Engineer using the manner prescribed by the Owner.

19.2. **Minimum Wage Requirements for State-Funded Contracts.** Comply with the requirements of 29 USC § 206 unless otherwise shown in the Contract.

For construction contracts, submit payroll records to the Engineer in the manner prescribed.

20. **SECURITY INCIDENTS – NOT APPLICABLE TO LOCALLY LET PROJECTS**

Item 8L

Prosecution and Progress



1. PROSECUTION OF WORK

Begin work within 30 calendar days after the authorization date to begin work. Prosecute the work continuously to completion within the working days specified. Unless otherwise shown on the plans, work may be prosecuted in concurrent phases if no changes are required to the traffic control plan or if a revised traffic control plan is approved. Notify the Engineer at least 24 hr. before beginning work or before beginning any new operation. Do not start new operations to the detriment of work already begun. Minimize interference to traffic.

2. SUBCONTRACTING

Do not sublet any portion of a construction Contract without the Engineer's written approval. A subcontract does not relieve any responsibility under the Contract and bonds. Ensure that all subcontracted work complies with all governing labor provisions.

The Contractor certifies by signing the Contract that the Contractor will not enter into any subcontract with a subcontractor that is debarred or suspended by the Commission, Owner, or any federal agency.

For federally funded contracts, ensure the required federal documents are physically attached to each subcontract agreement, including all tiered subcontract agreements.

For all DBE subcontracts, including all tiered DBE subcontracts, submit a copy of the executed subcontract agreement.

Upon request, submit a copy of the executed non-DBE subcontracts, including all tiered non-DBE subcontracts.

- 2.1. **Construction Contracts and Federally Funded Maintenance Contracts.** Perform work with own organization on at least 30% of the total original Contract cost (25% if the Contractor is an SBE on a wholly State- or local-funded Contract), excluding any specialty items as determined by the Engineer. Specialty items are those that require highly specialized knowledge, abilities, or equipment not usually available in the contracting firm expected to bid on the proposed Contract as a whole.

Specialty items will be shown on the plans or as determined by the Engineer. Bid cost of specialty items performed by subcontractors will be deducted from the total original Contract cost before computing the required amount of work to be performed by the Contractor's own organization.

The term "perform work with own organization" includes only:

- workers employed and paid directly by the Contractor or wholly owned subsidiary;
- equipment owned by the Contractor or wholly owned subsidiary;
- rented or leased equipment operated by the Contractor's employees or wholly owned subsidiary's employees;
- materials incorporated into the work if the majority of the value of the work involved in incorporating the material is performed by the Contractor's own organization, including a wholly owned subsidiary's organization; and

- labor provided by staff leasing firms licensed under Chapter 91 of the Texas Labor Code for nonsupervisory personnel if the Contractor or wholly owned subsidiary maintains direct control over the activities of the leased employees and includes them in the weekly payrolls.

Mobilization is not included in calculation of 30%.

When staff leasing firms provide materials or equipment, they are considered subcontractors. In these instances, submit staff leasing firms for approval as a subcontractor.

Copies of canceled checks and certified statements may be required to verify compliance with the requirements of this Section.

- 2.2. **State-Funded Maintenance Contracts.** Not applicable to locally let projects.
- 2.3. **Payments to Subcontractors.** Report payments for DBE subcontracts, including tiered DBE subcontracts, in the manner as prescribed by the Owner by the 20th day of each month.
- 2.3.1. **Payment Records.** Make payment and related records, including but not limited to copies of canceled checks, available for inspection by the Owner. Retain payment records for a period of 3 yr. following the completion of the Contract.
- 2.4. **Payrolls.** Comply with Article 7L.19., "Payrolls."

3. COMPUTATION OF CONTRACT TIME FOR COMPLETION

The number of working days is established by the Contract. For Contracts with work orders, the number of working days is established in each work order. Working day charges will begin when work begins as prescribed in Article 8L.1., "Prosecution of Work." Working day charges will continue in accordance with the Contract.

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

- 3.1. **Working Day Charges.** Working days will be charged in accordance with Section 8L.3.1.4., "Standard Workweek," unless otherwise shown on the plans. Working days will be computed and charged in accordance with one of the following:
- 3.1.1. **Five-Day Workweek.** Working days will be charged Monday–Friday, excluding national holidays, regardless of weather conditions or material availability. The Contractor has the option of working on Saturdays. Provide sufficient advance notice to the Engineer when scheduling work on Saturdays. Work on Sundays and national holidays will not be permitted without written permission of the Engineer. If work requiring an Inspector to be present or if critical path activities are performed on a Saturday, Sunday, or national holiday, and weather and other conditions permit the performance of work for 7 hr. between 7 A.M. and 6 P.M., a working day will be charged.
- 3.1.2. **Six-Day Workweek.** Working days will be charged Monday–Saturday, excluding national holidays, regardless of weather conditions or material availability. Work on Sundays and national holidays will not be permitted without written permission of the Engineer. If work requiring an Inspector to be present or if critical path activities are performed on a Sunday or a national holiday, and weather or other conditions permit the performance of work for 7 hr. between 7 A.M. and 6 P.M., a working day will be charged.

- 3.1.3. **Seven-Day Workweek.** Working days will be charged Monday–Sunday, excluding national holidays, regardless of weather conditions or material availability. Work on national holidays will not be permitted without written permission of the Engineer. If work or critical path activities requiring an Inspector to be present are performed on any of these holidays, and weather or other conditions permit the performance of work for 7 hr. between 7 A.M. and 6 P.M., a working day will be charged.
- 3.1.4. **Standard Workweek.** Working days will be charged Monday–Friday, excluding national or State holidays, if weather or other conditions permit the performance of the principal unit of work underway, as determined by the Engineer, for a continuous period of at least 7 hr. between 7:00 A.M. and 6:00 P.M., unless otherwise shown in the Contract. The Contractor has the option of working on Saturdays or State holidays. Provide sufficient advance notice to the Engineer when scheduling work on Saturdays. Work on Sundays and national holidays will not be permitted without written permission of the Engineer. If work requiring an Inspector to be present or critical path activities are performed on a Saturday, Sunday, or holiday, and weather or other conditions permit the performance of work for 7 hr. between 7 A.M. and 6 P.M., a working day will be charged.
- 3.1.5. **Calendar Day.** Working days will be charged Sunday–Saturday, including all holidays, regardless of weather conditions, material availability, or other conditions not under the control of the Contractor.
- 3.1.6. **Other.** Working days will be charged as shown on the plans.
- 3.2. **Restricted Work Hours.** Restrictions on Contractor work hours and the related definition for working day charges are as prescribed in this Article unless otherwise shown on the plans.
- 3.3. **Nighttime Work.** Nighttime work is allowed only when shown on the plans or directed or allowed by the Engineer. Nighttime work is defined as work performed from 30 min. after sunset to 30 min. before sunrise.
- 3.3.1. **Five-, Six-, and Seven-Day Workweeks.** Nighttime work that extends past midnight will be assigned to the following day for the purposes of approval for allowing work on Sundays or national holidays.
- 3.3.2. **Standard Workweek.**
- 3.3.2.1. **Nighttime Work Only.** When nighttime work is allowed or required and daytime work is not allowed, working day charges will be made when weather and other conditions permit the performance of the principal unit of work underway, as determined by the Engineer, for a continuous period of at least 7 hr. for the nighttime period, as defined in Section 8L.3.3., “Nighttime Work,” unless otherwise shown in the Contract.
- 3.3.2.2. **Nighttime Work and Daytime Work Requiring Inspector.** When nighttime work is performed or required and daytime work is allowed, working day charges will be made when weather and other conditions permit the performance of the principal unit of work underway, as determined by the Engineer, for a continuous period of at least 7 hr. for the nighttime period, as defined in Section 8L.3.3., “Nighttime Work,” or for a continuous period of at least 7 hr. for the alternative daytime period unless otherwise shown in the Contract. Only one day will be charged for each 24hr. period. When the Engineer agrees to restrict work hours to the nighttime period only, working day charges will be in accordance with Section 8L.3.3.2.1., “Nighttime Work Only.”
- 3.4. **Time Statements.** The Engineer will furnish the Contractor a monthly time statement. Review the monthly time statement for correctness. Report protests in writing, no later than 30 calendar days after receipt of the time statement, providing a detailed explanation for each day protested. Not filing a protest within 30 calendar days will indicate acceptance of the working day charges, and future consideration of that statement will not be permitted.

4. TEMPORARY SUSPENSION OF WORK OR WORKING DAY CHARGES

The Engineer may suspend the work, wholly or in part, and will provide notice and reasons for the suspension in writing. Suspend and resume work only as directed in writing.

When part of the work is suspended, the Engineer may suspend working day charges only when conditions not under the control of the Contractor prohibit the performance of critical path activities. When all of the work is suspended for reasons not under the control of the Contractor, the Engineer will suspend working day charges.

5. PROJECT SCHEDULES

Prepare, maintain, and submit project schedules for the work to be performed under this Contract. Project schedules are used to convey the Contractor's intended work plan to the Owner.

The work performed under this Article will not be measured or paid for directly, but will be subsidiary to pertinent Items.

- 5.1. **Project Scheduler.** Designate an individual who will develop and maintain the progress schedule. The project scheduler will be prepared to discuss, in detail, the proposed sequence of work and methods of operation, and how that information will be communicated through the progress schedule at the preconstruction meeting. This individual will also attend the project meetings and make site visits to prepare, develop, and maintain the progress schedules.
- 5.2. **Progress Schedule.** Before starting work, prepare and submit a progress schedule based on the sequence of work and traffic control plan shown in the Contract. Prepare the progress schedule as a bar chart or critical path method (CPM) as shown on the plans. Include all planned work activities and sequences and show Contract completion within the number of working days specified. Incorporate major material procurements, known utility relocations, and other activities that may affect the completion of the Contract in the progress schedule. Show a beginning date, ending date, and duration in whole working days for each activity. Do not use activities exceeding 20 working days, unless agreed upon with the Engineer. Show an estimated production rate per working day for each work activity, unless otherwise agreed upon with the Engineer.
- 5.3. **Schedule Format.** Format all project schedules in accordance with the following.
- Begin the project schedule on the date of the start of Contract time or start of activities affecting work on the project.
 - Show the sequence and interdependence of activities required for complete performance of the work. If using a CPM schedule, show a predecessor and a successor for each activity.
 - Ensure all work sequences are logical and show a coordinated plan of the work.
- CPM schedules must also:
- clearly and accurately identify the critical path as the longest continuous path;
 - provide a legend for all abbreviations, run date, data date, project start date, and project completion date in the title block of each schedule submittal; and
 - using calendars, incorporate seasonal weather conditions into the schedule for work (e.g., earthwork, concrete paving, structures, asphalt, and drainage) that may be influenced by temperature or precipitation. Also, incorporate non-work periods such as holidays, weekends, or other non-work days as identified in the Contract.
- 5.4. **Activity Format.** For each activity on the project schedule, provide:
- a concise description of the work represented by the activity,
 - an activity duration in whole working days, and
 - code activities so that organized plots of the schedule may be produced.

CPM schedules must also include the quantity of work and estimated production rate for major items of work. Provide enough information for review of the work being performed.

Total float is defined as the amount of time (in whole days) that an activity can be delayed before impacting the project's completion date. Total float is a shared commodity between the Owner and the Contractor.

5.5. Schedule Types and Schedule Impacts.

5.5.1. **Bar Chart.** Seven calendar days before the preconstruction meeting, prepare and submit a hard or electronic copy of the schedule using the bar chart method.

5.5.1.1. **Progress Schedule Reviews.** Update the project schedule and submit a hard or electronic copy when changes to the schedule occur or when requested.

5.5.2. **Critical Path Method.** Prepare and submit the schedule using the CPM. Submit an electronic copy to the Engineer within the timeframes specified. An electronic copy is defined as the scheduling software's native file, saved in a format acceptable to the Engineer. In all cases, an electronic format (.xer) of Primavera Project Planner and Enterprise Project Portfolio Management (P6) will be acceptable.

5.5.2.1. **Preliminary Schedule.** Unless otherwise agreed for a later submission, 7 calendar days before the preconstruction meeting, submit an electronic copy of the project schedule showing activities beginning with the authorization date to begin work and including activities to be performed within the first 90 calendar days from the work start date.

5.5.2.2. **Baseline Schedule.** The baseline schedule will be considered the Contractor's plan to successfully construct the project within the timeframe and construction sequencing indicated in the Contract. Submit electronic copies of the baseline schedule. When requested, submit two plots of the schedule: one organized with the activities logically grouped using the activity coding, and the other plot showing only the critical path determined by the longest path, not based on critical float.

Develop and submit the baseline schedule for review within the first 45 calendar days from the work start date unless the time for submission is extended by the Engineer.

5.5.2.2.1. **Review.** Within 15 calendar days of receipt of the schedule, the Engineer will evaluate and inform the Contractor if the schedule has been accepted. If the schedule is not accepted, the Engineer will provide comments to the Contractor for incorporation. Provide a revised schedule based on the Engineer's comments, or reasons for not doing so, within 10 calendar days. The Engineer's review and acceptance of the project schedule is for conformance to the requirements of the Contract documents only and does not relieve the Contractor of any responsibility for meeting the interim milestone dates (if specified) or the Contract completion date. Review and acceptance does not expressly or by implication warrant, acknowledge, or admit the reasonableness of the logic or durations of the project schedule. If the Contractor fails to define any element of work, activity, or logic and the Engineer's review does not detect this omission or error, the Contractor is responsible for correcting the error or omission.

Submit an acceptable baseline schedule before the 90th calendar day from the work start date unless the time for submission is extended by the Engineer.

5.5.2.3. **Progress Schedule.** Maintain and submit the progress schedule monthly for use by the Contractor and the Engineer. Submit an electronic copy as it will become an as-built record of the daily progress achieved on the project. If continuous progress of an activity is interrupted for any reason except non-work periods (e.g., holidays, weekend, or interference from temperature or precipitation), then the activity will show the actual finish date as that date of the start of the interruption and the activity will be broken into a subsequent activity (or activities, based on the number of interruptions) similarly numbered with successive alpha character as necessary. The original duration of the subsequent activity will be that of the remaining duration of the original activity. Relationships of the subsequent activity will match those of the original activity so that the integrity of the project schedule logic is maintained. Once established, the original durations and actual dates of all activities must remain unchanged. Revisions to the schedule may be made as necessary.

The project schedule must be revised when changes in construction phasing and sequencing occur or other changes that cause deviation from the original project schedule occur. Any revisions to the schedule must be

listed in the monthly update narrative with the purpose of the revision and description of the impact on the project schedule's critical path and project completion date. Create the schedule revision using the latest update before the start of the revision.

Monthly updating of the project schedule will include updating of:

- the actual start dates for activities started,
- the actual finish dates for activities completed,
- the percentage of work completed and remaining duration for each activity started but not yet completed, and
- the calendars to show days actual work was performed on the various work activities.

The cutoff day for recording monthly progress will be the last day of each month. Submit the updated project schedule no later than the 20th calendar day of the following month. The Engineer will evaluate the updated schedule within 5 calendar days of receipt and inform the Contractor if it has or has not been accepted. If the schedule is not accepted, the Engineer will provide comments to the Contractor for incorporation. Provide a revised schedule based on the Engineer's comments, or reasons for not doing so, within 5 calendar days.

Provide a brief narrative in a bulleted statement format for major items that have impacted the schedule. Notify the Engineer if resource-leveling is being used.

5.5.2.3.1. **Project Schedule Summary Report (PSSR).** When shown on the plans, provide the PSSR instead of the narrative required in Section 8L.5.5.2.3., "Progress Schedule." The PSSR includes a listing of major items that have impacted the schedule and a summary of progress in days ahead or behind schedule. Include an explanation of the project progress for the period represented on the form provided by the Owner.

5.5.3. **Notice of Potential Time Impact.** Submit a notice of potential time impact when a Contract time extension or adjustment of milestone dates may be justified or when directed.

Failure to provide this notice in the timeframes specified above will compromise the Owner's ability to mitigate the impacts, and the Contractor forfeits the right to request a time extension or adjustment of milestone dates unless the circumstances are such that the Contractor could not reasonably have had knowledge of the impact at the time.

5.5.4. **Time Impact Analysis.** When directed, provide a time impact analysis. A time impact analysis is an evaluation of the effects of impacts on the project. A time impact analysis consists of the following steps.

- **Step 1.** Establish the status of the project immediately before the impact.
- **Step 2.** Predict the effect of the impact on the schedule update used in Step 1.
- **Step 3.** Track the effects of the impact on the schedule during its occurrence.
- **Step 4.** Establish the status of the project after the impact's effect has ended and provide details identifying any mitigating actions or circumstances used to keep the project ongoing during the impact period.

Determine the time impact by comparing the status of the work before the impact (Step 1) to the prediction of the effect of the impact (Step 2), if requested, and to actual effects of the impact once it is complete (Step 4). Unless otherwise approved by the Engineer, Steps 1, 3, and 4 must be completed before consideration of a Contract time extension or adjustment of a milestone date will be provided. Time extensions will be considered only when delays that affect milestone dates or the Contract completion date are beyond the Contractor's control. Submit Step 4 no later than 15 calendar days after the impact's effects have ended or when all the information on the effect has been realized.

Submit one electronic backup copy of the complete time impact analysis and a copy of the full project schedule incorporating the time impact analysis. If the project schedule is revised after the submittal of a time impact analysis, but before its approval, indicate in writing the need for any modification to the time impact analysis.

The Engineer will review the time impact analysis upon completion of Step 4. If this review detects revisions or changes to the schedule that had not been performed and identified in a narrative, the Engineer may reject the time impact analysis. If the Engineer is in agreement with the time impact analysis, a change order may be issued to grant additional working days, or to adjust interim milestones. Once a change order has been executed, incorporate the time impact analysis into the project schedule. The time impact analysis may also be used to support the settlement of disputes and claims. Compensation related to the time impact analysis may be provided at the completion of the analysis or the completion of the project to determine the true role the impact played on the final completion.

6. FAILURE TO COMPLETE WORK ON TIME

The time established for the completion of the work is an essential element of the Contract. If the Contractor fails to complete the work within the number of working days specified, working days will continue to be charged. Failure to complete the Contract, callout work, or a work order within the number of working days specified, including any approved additional working days, will result in liquidated damages for each working day charged over the number of working days specified. The dollar amount specified in the Contract will be deducted from any money due or to become due the Contractor for each working day the Contract, callout work, or work order remains incomplete. This amount will be assessed not as a penalty but as liquidated damages. The amount assessed for non-site-specific Contracts will be based on the estimated amount for each work order unless otherwise shown in the Contract. The amount assessed for each callout will be as specified in the Contract.

7. DEFAULT OF CONTRACT

7.1. **Declaration of Default.** The Engineer may declare the Contractor to be in default of the Contract if the Contractor:

- fails to begin the work within the number of days specified;
- fails to prosecute the work to assure completion within the number of days specified;
- is uncooperative, disruptive, or threatening;
- fails to perform the work in accordance with the Contract requirements;
- neglects or refuses to remove and replace rejected materials or unacceptable work;
- discontinues the prosecution of the work without the Engineer's approval;
- makes an unauthorized assignment;
- fails to resume work that has been discontinued within a reasonable number of days after notice to do so;
- fails to conduct the work in an acceptable manner; or
- commits fraud or other unfixable conduct as determined by the Owner.

If any of these conditions occur, the Engineer will give notice in writing to the Contractor and the Surety of the intent to declare the Contractor in default. If the Contractor does not proceed as directed within 10 days after the notice, the Owner will provide written notice to the Contractor and the Surety to declare the Contractor to be in default of the Contract. If the Contractor provides the Owner written notice of voluntary default of the Contract, the Owner may waive the 10-day notice of intent to declare the Contractor in default and immediately provide written notice of default to the Contractor and the Surety. Calendar day charges will continue until completion of the Contract. The Owner may suspend work in accordance with Article 8L.4., "Temporary Suspension of Work or Working Day Charges," to investigate apparent fraud or other unfixable conduct before defaulting the Contractor. The Contractor may be subject to sanctions under the state and/or federal laws and regulations. A default may result in the application of remedial action by the Owner.

The Owner will determine the method used for the completion of the remaining work as follows.

- For Contracts without performance bonds, the Owner will determine the most expeditious and efficient way to complete the work and recover damages from the Contractor.
- For Contracts with performance bonds, the Owner will require the Contractor's Surety to complete the remaining work in accordance with the terms of the original Contract. A completing Contractor will be

considered a subcontractor of the Surety. The Owner reserves the right to approve or reject proposed subcontractors. Work may resume after the Owner receives and approves Certificates of Insurance as required in Section 3.4.3., "Insurance." Certificates of Insurance may be issued in the name of the completing Contractor. The Surety is responsible for making every effort to expedite the resumption of work and completion of the Contract. The Owner may complete the work using any or all materials at the work locations that it deems suitable and acceptable. Any costs incurred by the Owner for the completion of the work under the Contract will be the responsibility of the Surety.

From the time of notification of the default until work resumes (either by the Surety or the Owner), the Owner will maintain traffic control devices and will do any other work it deems necessary, unless otherwise agreed upon by the Owner and the Surety. All costs associated with this work will be deducted from money due to the Surety.

The Owner will hold all money earned but not disbursed by the date of default. Upon resumption of the work after the default, all payments will be made to the Surety. All costs and charges incurred by the Owner resulting from the default, including the cost of completing the work under the Contract, costs of maintaining traffic control devices, costs for other work deemed necessary, and any applicable liquidated damages or disincentives will be deducted from money due the Contractor for completed work. If these costs exceed the sum that would have been payable under the Contract, the Surety will be liable and pay the Owner the balance of these costs in excess of the Contract price. In case the costs incurred by the Owner are less than the amount that would have been payable under the Contract if the work had been completed by the Contractor, the Owner will be entitled to retain the difference.

Comply with Article 8L.2., "Subcontracting," and abide by the DBE commitments previously approved by the Owner. Section 8L.2.1., "Construction Contracts and Federally Funded Maintenance Contracts," is waived.

No markups as defined in Article 9L.7., "Payment for Extra Work and Force Account Method," will be allowed for the Surety.

- 7.2. **Wrongful Default.** If it is determined after the Contractor is declared in default, that the Contractor was not in default, the rights and obligations of all parties will be the same as if termination had been issued for the convenience of the public as provided in Article 8L.8., "Termination of Contract."

8. TERMINATION OF CONTRACT

The Owner may terminate the Contract in whole or in part whenever:

- the Contractor is prevented from proceeding with the work as a direct result of an executive order of the President of the United States or the Governor of the State;
- the Contractor is prevented from proceeding with the work due to a national emergency, or when the work to be performed under the Contract is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment, or labor as the result of an order or a proclamation of the President of the United States;
- the Contractor is prevented from proceeding with the work due to an order of any federal authority;
- the Contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining court order where the issuance of the restraining order is primarily caused by acts or omissions of persons or agencies other than the Contractor; or
- the Owner determines that termination of the Contract is in the best interest of the State or the public. This includes, but is not limited to, the discovery of significant hazardous material problems, right of way acquisition problems, or utility conflicts that would cause substantial delays or expense to the Contract.

- 8.1. **Procedures and Submittals.** The Owner will provide written notice to the Contractor of termination specifying the extent of the termination and the effective date. Upon notice, immediately proceed in accordance with the following:

- stop work as specified in the notice,
- place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete a critical portion of the Contract, as approved by the Engineer,
- terminate all subcontracts to the extent they relate to the work terminated,
- complete performance of the work not terminated,
- settle all outstanding liabilities and termination settlement proposals resulting from the termination of the Contract,
- create an inventory report, including all acceptable materials and products obtained for the Contract that have not been incorporated in the work that was terminated (include in the inventory report a description, quantity, location, source, cost, and payment status for each of the acceptable materials and products), and
- take any action necessary, or that the Engineer may direct, for the protection and preservation of the materials and products related to the Contract that are in the possession of the Contractor and in which the Owner has or may acquire an interest.

8.2. **Settlement Provisions.** Within 60 calendar days of the date of the notice of termination, submit a final termination settlement proposal, unless otherwise approved. The Engineer will prepare a change order that reduces the affected quantities of work and adds acceptable costs for termination. No claim for loss of anticipated profits will be considered. The Owner will pay reasonable and verifiable termination costs, including:

- all work completed at the unit bid price and partial payment for incomplete work,
- the percentage of Item 500, "Mobilization," equivalent to the percentage of work complete or actual cost that can be supported by cost records, whichever is greater,
- expenses necessary for the preparation of termination settlement proposals and support data;
- the termination and settlement of subcontracts,
- storage, transportation, restocking, and other costs incurred necessary for the preservation, protection, or disposition of the termination inventory, and
- other expenses acceptable to the Owner.

Item 9L

Measurement and Payment



1. MEASUREMENT OF QUANTITIES

The Engineer will measure all completed work using United States standard measures, unless otherwise specified.

- 1.1. **Linear Measurement.** Unless otherwise specified, all longitudinal measurements for surface areas will be made along the actual surface of the roadway and not horizontally. No deduction will be made for structures in the roadway with an area of 9 sq. ft. or less. For all transverse measurements for areas of base courses, surface courses, and pavements, the dimensions to be used in calculating the pay areas will be the neat dimensions and will not exceed those shown on the plans, unless otherwise directed.
- 1.2. **Volume Measurement.** Transport materials measured for payment by volume in approved hauling vehicles. Display a unique identification mark on each vehicle. Furnish information necessary to calculate the volume capacity of each vehicle. The Engineer may require verification of volume through weight measurement. Use body shapes that allow the capacity to be verified. Load and level the load to the equipment's approved capacity. Loads not hauled in approved vehicles may be rejected.
- 1.3. **Weight Measurement.** Transport materials measured for payment by weight or truck measure in approved hauling vehicles. Furnish certified measurements, tare weights, and legal gross weight calculations for all haul units. Affix a permanent, legible number on the truck and on the trailer to correspond with the certified information. Furnish certified weights of loaded haul units transporting material if requested.
- The material will be measured at the point of delivery. The cost of supplying these volume and weight capacities is subsidiary to the pertinent Item. For measurement by the ton, in the field, provide measurements in accordance with Item 520, "Weighing and Measuring Equipment," except for Items where ton measurements are measured by standard tables.
- The Engineer may reject loads and suspend hauling operations for overloading.
- 1.3.1. **Hauling on Routes Accessible to the Traveling Public.** For payment purposes on haul routes accessible to the traveling public:
- If the gross vehicle weight is less than the maximum allowed by state law, including applicable yearly weight tolerance permit, the net weight of the load will be determined by deducting the tare weight of the vehicle from the gross weight.
 - If the gross vehicle weight is more than the maximum allowed by state law, including applicable yearly weight tolerance permit, the net weight of the load will be determined by deducting the tare weight of the vehicle from the maximum gross weight allowed.
- 1.3.2. **Hauling on Routes Not Accessible to the Traveling Public.** For payment purposes on haul routes that are not accessible to the traveling public where advance permission is obtained in writing from the Engineer:
- If the gross vehicle weight is less than the maximum allowed by the Engineer, including applicable yearly weight tolerance permit, the net weight of the load will be determined by deducting the tare weight of the vehicle from the gross weight.
 - If the gross vehicle weight is more than the maximum allowed by the Engineer, the net weight of the load will be determined by deducting the tare weight of the vehicle from the maximum gross weight allowed.

2. PLANS QUANTITY MEASUREMENT

Plans quantities may or may not represent the exact quantity of work performed or material moved, handled, or placed during the execution of the Contract. The estimated bid quantities are designated as final payment quantities, unless revised by the governing specifications or this Article.

If the quantity measured as outlined under "Measurement" varies by more than 5% (or as stipulated under "Measurement" for specific Items) from the total estimated quantity for an individual Item originally shown in the Contract, an adjustment may be made to the quantity of authorized work done for payment purposes.

When quantities are revised by a change in design approved by the Owner, by change order, or to correct an error on the plans, the plans quantity will be increased or decreased by the amount involved in the change, and the 5% variance will apply to the new plans quantity.

If the total Contract quantity multiplied by the unit bid price for an individual Item is less than \$250 and the Item is not originally a plans quantity Item, then the Item may be paid as a plans quantity Item if the Engineer and Contractor agree in writing to fix the final quantity as a plans quantity.

For Contracts with callout work and work orders, plans quantity measurement requirements are not applicable.

3. ADJUSTMENT OF QUANTITIES

The party to the Contract requesting the adjustment will provide field measurements and calculations showing the revised quantity. When approved, this revised quantity will constitute the final quantity for which payment will be made. Payment for revised quantity will be made at the unit price bid for that Item, except as provided for in Article 4L.4., "Changes in the Work."

4. SCOPE OF PAYMENT

Payment of the Contract unit price is full compensation for all materials, equipment, labor, tools, and supplies necessary to complete the Item of work under the Contract. Until final acceptance in accordance with Article 5L.12., "Final Acceptance," assume liability for completing the work according to the plans and specifications and any loss or damage arising from the performance of the work or from the action of the elements, infringement of patent, trademark, or copyright, except as provided elsewhere in the Contract.

The Owner will only pay for material incorporated into the work in accordance with the Contract. Payment of progress estimates will in no way affect the Contractor's obligation under the Contract to repair or replace any defective parts in the construction or to replace any defective materials used in the construction and to be responsible for all damages due to defects if the defects and damages are discovered on or before final inspection and acceptance of the work.

5. PROGRESS PAYMENTS

The Engineer will prepare a monthly estimate of the amount of work performed, including materials in place. Incomplete items of work may be paid at an agreed upon percentage approved by the Engineer. Payment of the monthly estimate is determined at the Contract item prices less any withholdings or deductions in accordance with the Contract. Progress payments may be withheld for failure to comply with the Contract.

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

6. PAYMENT FOR MATERIAL ON HAND (MOH)

If payment for MOH is desired, request compensation for the invoice cost of acceptable nonperishable materials that have not been used in the work before the request, and that have been delivered to the work location or are in acceptable storage places. Nonperishable materials are those that do not have a shelf life or whose characteristics do not materially change when exposed to the elements. Include only materials that have been sampled, tested, approved, or certified, and are ready for incorporation into the work. Only materials that are completely constructed or fabricated on the Contractor's order for a specific Contract and are so marked and on which an approved test report has been issued are eligible. Payment for MOH may include the following types of items: concrete traffic barrier, precast concrete box culverts, concrete piling, reinforced concrete pipe, and illumination poles. Any repairs required after fabricated materials have been approved for storage will require the Engineer's approval before being made and will be made at the Contractor's expense. Include only those materials and products, when cumulated under an individual item or similar bid items, that have an invoice cost of at least \$1,000 in the request for MOH payment. (E.g., for MOH eligibility, various sizes of conductor are considered similar bid items and may be cumulated to meet the threshold; for small roadside signs, the sign supports, mounting bolts, and the sign face are considered one bid item or similar bid items for more than one pay item for sign supports.) Requests for MOH are to be submitted at least 2 days before but not later than the estimate cut-off date unless otherwise agreed. If there is a need to request MOH after the established cut-off date, the Owner can make accommodation as the need arises. This needed accommodation is to be the exception, though, and not the rule.

For Contracts with callout work and work orders, payment for MOH will only be made for materials authorized for purchase by the work order or by written approval of the Engineer.

If the request is acceptable, the Engineer will include payment for MOH in a progress payment. Payment for MOH does not constitute acceptance of the materials. Payment will not exceed the actual cost of the material as established by invoice, or the total cost for the associated item less reasonable placement costs, whichever is less. Materials for which the Contractor does not have a paid invoice within 60 days will not be eligible for payment and will be removed from the estimate. Payment may be limited to a portion of the invoice cost or unit price if shown elsewhere in the Contract. Payment for precast products fabricated or constructed by the Contractor for which invoices or freight bills are not available may be made based on statements of actual cost.

Submit the request on forms provided by the Owner. These forms may be electronically reproduced, provided they are in the same format and contain all the required information and certifications. Continue to submit monthly MOH forms until the total value of MOH is \$0.

By submitting a request for MOH payment, the Contractor expressly authorizes the Owner to audit MOH records and to perform process reviews of the record-keeping system. If the Owner determines noncompliance with any of the requirements of this provision, the Owner may exclude payment for any or all MOH for the duration of the Contract.

Maintain all records relating to MOH payment until final acceptance. Provide these records to the Engineer upon request.

7. PAYMENT FOR EXTRA WORK AND FORCE ACCOUNT METHOD

Payment for extra work directed, performed, and accepted will be made in accordance with Article 4L.4., "Changes in the Work." Payment for extra work may be established by agreed unit prices or by Force Account Method.

Agreed unit prices are unit prices that include markups and are comparable to recent bid prices for the same character of work. These unit prices may be established without additional breakdown justification.

When using Force Account Method, determine an estimated cost for the proposed work and establish labor and equipment rates and material costs. Maintain daily records of extra work and provide copies of these

records daily, signed by the Contractor's representative, for the Owner's verification. Request payment for the extra work no later than the 10th day of the month following the month in which the work was performed. Include copies of all applicable invoices. If the extra work to be performed has an estimated cost of less than \$10,000, submit for approval and payment an invoice of actual cost for materials, equipment, labor, tools, and incidentals necessary to complete the extra work. When added work requires mobilization that is exclusive to the added work, mobilization may be added to the force account invoice for payment.

7.1. **Markups.** Payment for extra work may include markups as compensation for the use of small tools, overhead expense, and profit.

7.1.1. **Labor.** Compensation will be made for payroll rates for each hour that the labor and foremen or others approved by the Engineer are actually engaged in the work. In no case will the rate of wages be less than the minimum shown in the Contract for a particular category. An additional 25% of this sum will be paid as compensation for overhead, superintendence, profit, and small tools.

7.1.2. **Insurance and Taxes.** An additional 55% of the labor cost, excluding the 25% compensation provided in Section 9L.7.1.1., "Labor," will be paid as compensation for labor insurance and labor taxes including the cost of premiums on non-project-specific liability (excluding vehicular) insurance, workers compensation insurance, Social Security, unemployment insurance taxes, and fringe benefits.

7.1.3. **Materials.** Compensation will be made for materials associated with the work based on actual delivered invoice costs, less any discount. An additional 25% of this sum will be paid as compensation for overhead and profit.

7.1.4. **Equipment.** Payment will be made for the established equipment hourly rates for each hour that the equipment is involved in the work. An additional 15% of this sum will be paid as compensation for overhead and profit not included in the rates.

Transportation cost for mobilizing equipment will be included if the equipment is mobilized from an offsite location.

7.1.4.1. **Contractor-Owned Equipment.** For Contractor-owned machinery, trucks, power tools, or other equipment, use the FHWA rental rates found in Equipment Watch multiplied by the regional adjustment factor and the rate adjustment factor to establish hourly rates. Use the rates in effect for each section of Equipment Watch at the time of use.

If a rate has not been established for a particular piece of equipment in Equipment Watch, the Engineer will allow a reasonable hourly rate. This price will include operating costs.

Payment for equipment will be made for the actual hours used in the work. The Owner reserves the right to withhold payment for low production or lack of progress. Payment will not be made for time lost for equipment breakdowns, time spent to repair equipment, or time after equipment is no longer needed.

If equipment is used intermittently while dedicated solely to the work, payment will be made for the duration the equipment is assigned to the work but no more than 8 hr. will be paid during a 24-hr. day, nor more than 40 hr. per week, nor more than 176 hr. per month, except when time is computed using a 6-day or 7-day workweek. When using a 6-day workweek, no more than 8 hr. will be paid during a 24-hr. day, nor more than 48 hr. per week, nor more than 211 hr. per month. When using a 7-day workweek, no more than 8 hr. will be paid during a 24-hr. day, nor more than 56 hr. per week, nor more than 246 hr. per month.

7.1.4.2. **Equipment Not Owned by the Contractor.** For equipment rented from a third party not owned by the Contractor, payment will be made at the invoice daily rental rate for each day the equipment is needed for the work. The Owner reserves the right to limit the daily rate to comparable FHWA rental rates found in Equipment Watch multiplied by the regional adjustment factor and the rate adjustment factor. When the invoice specifies that the rental rate does not include fuel, lubricants, repairs, and servicing, the Equipment Watch hourly operating cost for each hour the equipment is operated will be added.

When the invoice specifies equipment operators as a component of the equipment rental, payment will be made at the invoice rate for each operator for each day the equipment is needed for the work.

7.1.4.3 **Standby Equipment Costs.** Payment for standby equipment will be made in accordance with Section 9L.7.1.4., "Equipment." The 15% markup will be paid when standby is associated with extra work but will not be paid when standby is associated with damages.

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

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

$$\text{Standby rate} = (\text{FHWA hourly rate} - \text{operating costs}) \times 50\%$$

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

7.1.4.3.2 **Equipment Not Owned by the Contractor.** For equipment rented from a third party not owned by the Contractor:

- Standby will be paid at the invoice daily rental rate, excluding operating cost, which includes fuel, lubricants, repairs, and servicing. The Owner reserves the right to limit the daily standby rate to comparable FHWA rental rates found in Equipment Watch multiplied by the regional adjustment factor and the rate adjustment factor.
- Standby will be paid for equipment operators when included on the invoice and equipment operators are actually on standby.
- Standby costs will not be allowed during periods when the equipment would have otherwise been idle.

7.1.5 **Subcontracting.** An additional 5% of the actual invoice cost will be paid to the Contractor as compensation for administrative cost and profit.

7.1.6 **Law Enforcement Personnel.** An additional 5% of the actual invoice cost will be paid as compensation for administrative costs and profit.

7.1.7 **Railroad Flaggers.** An additional 5% of the actual invoice cost will be paid as compensation for administrative cost and profit.

7.1.8 **Bond Cost.** An additional 1% of the total compensation provided in Article 9.7., "Payment for Extra Work and Force Account Method," will be paid for the increase in bond.

8. RETAINAGE

The County will withhold 5% retainage on the Contractor. The Contractor may withhold retainage on subcontractors in accordance with state and federal regulations.

9. PAYMENT PROVISIONS FOR SUBCONTRACTORS

For the purposes of this Article only, the term subcontractor includes suppliers, and the term work includes materials provided by suppliers at a location approved by the Engineer.

These requirements apply to all tiers of subcontractors. Incorporate the provisions of this Article into all subcontract or material purchase agreements.

Pay subcontractors for work performed within 10 days after receiving payment from the Owner.

Pay any retainage on a subcontractor’s work within 10 days after satisfactory completion of all the subcontractor’s work. Completed subcontractor work includes vegetative establishment, test, maintenance, performance, and other similar periods that are the responsibility of the subcontractor.

For the purpose of this Section, satisfactory completion is accomplished when:

- the subcontractor has fulfilled the Contract requirements of both the Owner and the subcontract for the subcontracted work, including the submittal of all information required by the Contract and the Owner, and
- the work done by the subcontractor has been inspected, approved, and paid by the Owner.

Provide a certification of prompt payment to certify that all subcontractors and suppliers were paid from the previous month’s payments and retainage was released for those whose work is complete. Submit the certification in the manner prescribed by the Owner each month and the month following the month when final acceptance occurred.

The inspection and approval of a subcontractor’s work does not eliminate the Contractor’s responsibilities for the work as defined in Article 7L.17., “Contractor’s Responsibility for Work.”

10. FINAL PAYMENT

When the Contract has been completed, all work has been approved, final acceptance has been made in accordance with Article 5L.12., “Final Acceptance,” and Contractor submittals have been received, the Engineer will prepare a final estimate for payment showing the total quantity of work completed and the money owed the Contractor. The final payment will reflect the entire sum due, less any sums previously paid.

Special Specification 1000

Pressure Irrigation Polyvinyl Chloride (PVC) Pipe



1. DESCRIPTION

Furnish and install polyvinyl chloride (PVC) pipe for a pressure irrigation pipe system. The pipe must be the sizes, types, and dimensions shown on the plans and must include all connections and joints to new or existing pipes and other appurtenances as required to complete the work.

2. MATERIALS

Furnish materials in accordance with the following Items and Special Specifications.

- Item 400, "Excavation and Backfill for Structures"
- Item 401, "Flowable Backfill"
- Item 464, "Reinforced Concrete Pipe"
- Special Specification 4024, "Reinforced Concrete Low-Head Pressure Pipe"
- Special Specification 7073, "Welded Steel Casing Pipe (Open Cut)"
- Item 467, "Safety End Treatment"

Unless otherwise shown on the plans, pressure irrigation PVC pipe and joint fittings must conform to the following.

PVC pipe must be manufactured from virgin compounds in accordance with ASTM D2241, and must meet or exceed the requirements of ASTM D1784 for the cell Class 12454B.

The Contractor must furnish the Engineer with manufacturer documentation certifying that the pressure irrigation PVC pipe and joint fittings comply with this Item. All pipe must be marked with the ASTM resin cell classification and the date of manufacture.

3. INSPECTION

The quality of materials, process of manufacture, and finished pipe is subject to inspection and approval at the manufacturing plant. In addition, the finished pipe is subject to further inspection by the Engineer at the project site before and during installation.

4. SECTION PROPERTIES

The Contractor must provide PVC pipe that meets the minimum value of pipe wall thickness of 100 psi in accordance with Table 1.

Table 1
PVC Pipe

Nominal Pipe Diameter (in.)	Min Wall Thickness (in.)	Weight (lb. per foot)
6	0.150	1.9
8	0.199	3.3
10	0.249	5.2
12	0.299	7.5
15	0.373	11.7
18	0.496	17.6
21	0.538	24.6

24	0.605	32.4
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5. JOINTS

Joints must maintain pipe alignment and prevent infiltration of material during the life of the installation. Joints must consist of an external sleeve and gasket system or an integral gasketed system and must conform to ASTM D3139. Gasket material must conform to either ASTM D1056 or ASTM F477.

6. CONSTRUCTION

Only trench installation of pressure irrigation PVC pipe is permitted, except where pressure irrigation PVC pipe is placed in casing pipe meeting Item 464 or Special Specification 4024.

6.1. **Excavation.** All excavation must be in accordance with Item 400.

6.2. **Shaping and Bedding.** The pipe must be bedded in a foundation of compacted cohesionless material, such as sand, crushed stone, or pea gravel, with maximum size not exceeding 3/8 in. This material must extend at least 6 in. below the outermost corrugations or ribs, and must be carefully and accurately shaped to fit the lowest part of the pipe exterior for at least 10% of the overall height. When requested, the Contractor must furnish a template for each size and shape of pipe to be placed for use in checking the shaping of the bedding. The template must consist of a thin plate or board cut to match the lower half of the cross-section of the pipe.

6.3. **Laying Pipe.** Unless otherwise approved, the laying of pipes on the bedding must start at the outlet end with the separate sections firmly joined together. Proper facilities must be provided for hoisting and lowering the section of the pipe into the trench without damaging the pipe or disturbing the bedding and side of the trench. Any pipe that is not in alignment, or that shows any undue settlement after laying, must be removed and re-laid at the Contractor's expense.

Multiple installation of pressure irrigation PVC pipe must be laid with the centerlines of individual barrels parallel. Unless otherwise shown on the plans, the clear distances between outer surfaces of adjacent pipes must be maintained in accordance with Table 2.

Table 2
Clearance Between Multiple Pipes

Nominal Pipe Diameter (in.)	Clear Distance Between Pipes
18	1 ft. 2 in.
24	1 ft. 5 in.
30	1 ft. 8 in.
36	1 ft. 11 in.

6.4. **Reuse of Existing Appurtenances.** When existing appurtenances are shown on the plans for reuse, the portion to be reused must be severed and moved to the new position previously prepared, by approved methods.

Connections must conform to the requirements for joining sections of pipes as indicated herein or as shown on the plans. Any existing appurtenances damaged during moving operations must be restored to their original condition at the Contractor's expense. The Contractor may remove and dispose of the existing headwalls and aprons and construct new headwalls at their own expense, in accordance with the pertinent Specifications and design as shown on the plans.

6.5. **Connections and Stub Ends.** Connections of irrigation pipe to existing irrigation or appurtenance must be as shown on the plans or as directed. The bottom of the existing structure must be mortared or concreted, if necessary, to eliminate any drainage pockets created by the new connection. Where the sewer is connected into existing structures that are to remain in service, any damage to the existing structure resulting from making the connection must be restored by the Contractor to the satisfaction of the Engineer. Stub ends, for

connections to future work not shown on the plans, must be sealed by installing watertight plugs into the free end of the pipe.

- 6.6. **Backfilling.** Particular attention is necessary when backfilling PVC pipe. After the pipe structure has been installed as required by the plan details, it must be backfilled according to the following, except where it is placed in steel casing.
- **Type I.** Backfill consists of materials in accordance with Item 401. The flowable backfill must be placed across the entire width of the trench and must maintain a minimum depth of 12 in. above the pipe.
 - **Type II.** Backfill consists of a cohesionless material, such as sand, crushed stone, or pea gravel, with a maximum size not to exceed 3/8 in. The backfill material must be placed along both sides of the completed structures to a depth of 12 in. above the pipe. The backfill must be placed in uniform layers not exceeding 6 in. in depth (loose measurement), wetted if required, and thoroughly compacted between adjacent structures and between the structure and the sides of the trench. Until a minimum cover of 12 in. is obtained, only hand-operated tamping equipment is allowed within vertical planes 2 ft. beyond the horizontal projection of the outside surfaces of the structure.

All pipe, excluding private driveway and side road culvert pipe, must be backfilled with Type I backfill. For private driveway and side road culvert pipe, the Contractor may use either Type I or Type II backfill.

Any backfill above Type I or Type II backfill material must be placed in accordance with Item 400. If Type I backfill is used, at least 24 hr. must elapse before backfilling the remaining portion of the trench with backfill material in accordance with Item 400.

During the backfilling operations, special emphasis must be placed on the need for obtaining uniform backfill material and uniform compacted density throughout the length of the structure so that unequal pressure is avoided. Extreme care must be taken to ensure proper backfill under the structure (haunch zone).

- 6.7. **Protection of Pipe.** Unless otherwise shown on the plans or permitted in writing by the Engineer, no heavy earth-moving equipment is permitted to be hauled over the structure until at least 4 ft. of compacted fill (permanent or temporary) is placed over the top of the structure.

Before adding each new layer of loose backfill material, and until at least 12 in. of cover is obtained, an inspection will be made of the inside periphery of the structure for local or unequal deformation caused by improper construction methods. Evidence of such will require corrective measures as directed by the Engineer.

Pipe damaged by the Contractor must be removed and replaced by the Contractor at no additional cost to the Department.

- 6.8. **Treatment of Exposed Ends of Pipe.** All exposed ends of the pipe must be treated with concrete safety end treatment or metal end treatment as shown on the plans and conforming to Item 467.

7. MEASUREMENT

This Item will be measured by the foot. Such measurements will be made between the ends of the barrel along its flow line, exclusive of safety end treatments. Safety end treatments must be measured in accordance with Item 467. Where spurs, branches, or connections to existing pipelines are involved, measurement of the spur or new connecting pipe will be made from the intersection of its flow line with the outside surface of the pipe into which it connects. Where inlets, headwalls, catch basins, manholes, junction chambers, or other structures are included in lines of pipe, that length of pipe tying into the structure wall will be included for measurement, but no other portion of the structure length or width will be so included.

For multiple pipes, the measured length will be the sum of the lengths of the barrels, measured as prescribed above.

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal and on the "Estimate and Quantity" sheet of the Contract plans, except as may be modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

8. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Pressure Irrigation PVC Pipe (Type I backfill)" of the size specified, "Pressure Irrigation PVC Pipe (Type I or II backfill)" of the size specified, or "Pressure Irrigation PVC Pipe" of the size specified. This price is full compensation for furnishing, hauling, placing, and joining of pipes; for all connections to new or existing structures; for moving and reusing headwalls where required; for removing and disposing of portions of existing structures as required; for the bedding and Type I or Type II backfill material as required; for cutting of pipe ends on skew; and for all labor, tools, equipment, and incidentals necessary to complete the work.

Excavation and backfill above the Type I or Type II backfill will be paid for in accordance with Item 400.

Safety end treatment will be paid for in accordance with Item 467.

Casing pipe will be paid for in accordance with Item 464, Special Specification 4024, or Special Specification 7073.

Flowable backfill will not be measured or paid for directly, but will be subsidiary to this Item.

Special Specification 3007

Bonding Course



1. DESCRIPTION

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

2. MATERIALS

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

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

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

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

3. EQUIPMENT

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

4. CONSTRUCTION

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

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

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

4.2. **TRAIL.** Perform the following construction methods when applying a TRAIL for a bonding course:

4.2.2. **Test Strips.** When required by the Engineer, perform a test strip of TRAIL at a location on or near the project as directed. Allow the strip to cure for a maximum of 30 min. Drive over the test strip with equipment used during laid-down construction to simulate the effect of paving equipment. There should be no evidence of tracking or picking up of the TRAIL material on the wheels of the equipment.

4.2.3. **Placement.** Uniformly apply the TRAIL material to all areas where mix will be placed, including joints, at the rate shown on the plans or as directed, within 15°F of the approved temperature, and not above the maximum allowable temperature. Unless otherwise directed, uniformly apply the TRAIL material at a minimum rate specified on the plans. The Engineer will set the application rate between 0.06 – 0.14 gal. per square yard for emulsion TRAIL and the application rate between 0.08 – 0.12 gal. per square yard for hot-applied TRAIL.

4.3. **Underseal Membrane.** Place in accordance with Special Specification 3005, "Spray Applied Underseal Membrane."

4.3.2. **Placement.** Do not allow any loose mixture onto the prepared surface before application of the membrane. Unless otherwise directed, uniformly apply the membrane to all areas where mix will be placed, including joints, at the rate shown on the plans. Unless otherwise directed, uniformly apply the membrane at the minimum rate specified on the plans. The Engineer may adjust the application rate, taking into consideration the existing pavement surface conditions. The Engineer will set the application rate between 0.10 – 0.22 gal. per square yard for underseal membrane.

4.4. **Quality Control.** Stop application if it is not uniform due to streaking, ridging, pooling, or flowing off the roadway surface. Verify equipment condition, operating procedures, application temperature, and material properties. Determine and correct the cause of non-uniform application.

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

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

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

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

5. MEASUREMENT

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

5. PAYMENT

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

Special Specification 6008

Radar Vehicle Detection System for Signalized Intersection Control



1. DESCRIPTION

Furnish, install, relocate, or remove radar vehicle detection systems (RVDS) of the specified devices at signalized intersections to provide the required zones of detection as shown on the plans, or as directed.

2. MATERIALS

- 2.1. **General.** Except as allowed for relocation of RVDS equipment, ensure all equipment and component parts are new in accordance with Division Specification TO-8000, "Radar Vehicle Detection System," Section 1.0–Section 6.0, and in an operable condition at time of delivery and installation.

The Traffic Safety Division, Traffic Management Section, (TRF-TM) updates TxDOT Material producer list (MPL) of all RVDSs conforming to this Specification. New materials appearing on the MPL require no further sampling and testing before use unless deemed necessary by the Engineer or TRF-TM. Provide prequalified RVDSs from the TxDOT MPL.

Ensure all RVDSs serving the same detection purpose within the project are from the same manufacturer. RVDS devices are classified by their functional requirements. The functional requirements are for radar presence detection devices (RPDDs) and radar advance detection devices (RADDs). The RVDS system classifications are RVDS (RPDD Only), RVDS (RADD Only), and RVDS (RPDD and RADD).

Provide each RVDS sensor with a mounting bracket designed to mount directly to a pole, mast arm, or other structure. Ensure bracket is designed such that the sensor can be tilted vertically and horizontally for alignment and then locked into place after proper alignment is achieved. All hardware must be designed to support the load of the RVDS sensor and mounting bracket.

- 2.2. **Configuration.** Ensure the RVDS provides vehicle detection as required on the plans, or as directed.

Ensure the RVDS does not require tuning or recalibration to maintain performance once initial calibration and configuration are complete. RVDS must not require cleaning or adjustment to maintain performance.

RVDS must self-recover from power failure once power is restored.

- 2.3. **Cabling.** Provide appropriate length of all cables necessary to make the RVDS fully operational at each installation site.

- 2.4. **Software.** Ensure the RVDS manufacturer includes all software required to configure and monitor operation of RVDS field equipment locally and remotely. RVDS software must be a stable production release.

Software must allow the user to configure, operate, exercise, diagnose, and read status of all RVDS features and functions using a laptop computer.

Software must include the ability to save a local copy of RVDS field device configurations and load saved configurations to RVDS field devices.

Ensure all licenses required for operation and use of software are included at no additional cost.

Software updates must be provided at no additional cost during the warranty period.

- 2.5. **Electrical.** All conductors supplying the equipment must meet NEC requirements.
- Ensure equipment is designed to protect personnel from exposure to high voltage during installation, operation, and maintenance.
- 2.6. **Mechanical.** Ensure that all parts are fabricated from corrosion-resistant materials, such as plastic, stainless steel, aluminum, or brass.
- Ensure that all screws, nuts, and locking washers are corrosion-resistant. Do not use self-tapping screws.
- Ensure equipment is clearly and permanently marked with manufacturer name or trademark, part number, date of manufacture, and serial number.
- Ensure RVDS is modular in design for ease of field replacement and maintenance. Provide a sensor that will minimize weight and wind loading when mounted on a traffic signal pole or mast arm.
- All printed circuit boards must have conformal coating.
- 2.7. **Environmental.** RVDS sensor must be able to withstand the maximum wind load based on the Department's basic wind velocity zone map standard without any damage or loosening from structure.
- The RVDS enclosure must conform to criteria set forth in NEMA 250 for Type 4X enclosures.
- The RVDS must meet all NEMA TS2 environmental requirements for temperature, humidity, transients, vibration, and shock.
- 2.8. **Connectors and Harnesses.** Ensure all conductors are properly color-coded and identified.
- Ensure cable connector design prohibits improper connections. Cable connector pins are plated to improve conductivity and resist corrosion.
- Connections for data and power must be made to the RVDS sensor using waterproof, quick-disconnect connectors. Pigtails from the sensor to a waterproof junction box (NEMA 4) or an approved waterproof connector must be allowed for splicing. The pigtails must not be shorter than 3 ft. unless otherwise shown on the plans.

3. CONSTRUCTION

- 3.1. **System Installation.** Install RVDS system devices according to the manufacturer's recommendations to provide properly functioning detection as required. This must include the installation of sensors on signal poles or mast arms, controller interface modules, power and surge protection panels, cabling and all associated equipment, software, serial and Ethernet communication ports, and connectors and hardware required to set up and operate. Ensure that the supplier of the RVDS provides competent onsite support representative during installation to supervise installation and testing of the RVDS. Ensure the radar sensor locations are optimal for system operation and operate as required. Maintain safe construction practices during equipment installation.
- Ensure installation and configuration of software on Department computers are included with the RVDS.
- Take care to prevent damage to any support structures. Any equipment or structure damaged or lost must be replaced by the Contractor (with items approved) at no cost to the Department.
- 3.2. **Mechanical Components.** Ensure that all fasteners, including bolts, nuts, and washers with a diameter less than 5/8 in. are Type 316 or Type 304 stainless steel and meet ASTM F593 and ASTM F594 for corrosion

resistance. Ensure that all bolts and nuts 5/8 in. and more in diameter are galvanized and meet ASTM A307. Separate dissimilar metals with an inert dielectric material.

- 3.3. **Wiring.** Install all wiring and electrical work supplying power to the equipment in a neat, skillful manner. Supply and install all wiring necessary to interconnect RVDS sensors to the traffic signal cabinet to complete the work. Furnish and install any additional required wiring at no additional cost to the Department.

Wiring must be cut to proper length before installation. Provide cable slack for ease of removal and replacement. All cable slack must be neatly laced with lacing or straps in the bottom of the cabinet. Ensure cables are secured with clamps.

- 3.4. **Grounding.** Ensure all RVDS components, cabinets, and supports are grounded in accordance with the NEC and manufacturer recommendations.

- 3.5. **Relocation of RVDS Field Equipment.** Perform the relocation in strict conformance with the requirements herein and as shown on the plans. Completion of the work must present a neat, skillful, and finished appearance. Maintain safe construction practices during relocation.

Inspect the existing RVDS field equipment with a representative from the Department and document any evidence of damage before removal. Conduct a pre-removal test in accordance with the testing requirements contained in this Specification to document operational functionality. Remove and deliver equipment that fails inspection to the Department.

Before removal of existing RVDS field equipment, disconnect and isolate the power cables from the electric power supply and disconnect all communication cabling from the equipment located inside the cabinet. Coil and store power and communication cabling inside the cabinet until relocation. Remove existing RVDS field equipment as shown on the plans only when authorized.

Take care to prevent damage to any support structures. Any equipment or structure damaged or lost must be replaced by the Contractor (with items approved) at no cost to the Department.

Make all arrangements for connection to the power supply and communication source, including any permits required for the work under the Contract. Provide wire for the power connection at least the minimum size indicated on the plans and insulated for 600 V. Meet the NEC.

- 3.6. **Removal of RVDS Field Equipment.** Perform the removal in strict conformance with the requirements herein and as shown on the plans. Completion of the work must present a neat, skillful, and finished appearance. Maintain safe construction practices during removal.

Disconnect and isolate any existing electrical supply before removal of existing field equipment.

Take care to prevent damage to any support structures. Any equipment or structure damaged or lost must be replaced by the Contractor (with items approved) at no cost to the Department.

All materials not designated for reuse or retention by the Department will become the property of the Contractor and be removed from the project site at the Contractor's expense. Deliver items to be retained by the Department to a location shown on the plans or General Notes. The Contractor is fully responsible for any removed equipment until released.

- 3.7. **Documentation.** Provide electronic copies of operation and maintenance manuals, along with a copy of all product documentation on electronic media. Include the following documentation.

- Complete and accurate schematic diagrams
- Complete installation procedures
- Manufacturer's specifications (functional, electrical, mechanical, and environmental)
- Complete maintenance and troubleshooting procedures

- Explanation of product operation
- Warranty as specified in Section 3.8., "Warranty"

The RVDS must pass testing to ensure functionality and reliability before delivery. This includes functional tests for internal subassemblies, a 24-hr. minimum unit level burn-in test, and a unit functionality test. Provide test results and supporting documentation, including serial number tested, for each RVDS. If requested, manufacturing data per serial number must be provided for each RVDS.

Unless deemed unnecessary by the Engineer or TRF-TM, provide certification from an independent laboratory demonstrating compliance with NEMA TS2 environmental requirements for temperature, humidity, transients, vibration, and shock.

Unless deemed unnecessary by the Engineer or TRF-TM, provide third-party enclosure test results demonstrating the sensor enclosure meets Type 4X criteria.

Unless deemed unnecessary by the Engineer or TRF-TM, provide evidence of RVDS manufacturer's quality assurance program, including proof of RVDS manufacturer ISO 9001 certification or other quality management system programs for manufacturing RVDS.

- 3.8. **Warranty.** Ensure that the detection system has a manufacturer's warranty covering defects for at least 5 yr. from the date of final acceptance. In addition to the terms required by TO-8000, Article 8, ensure the warranty includes providing replacements, within 10 calendar days of notification, for defective parts and equipment during the warranty period at no cost to the Department.

- 3.9. **Training and Support.** Provide manufacturer-approved end user training to the Department and their representatives. Training must include instruction in system configuration, operation, and maintenance. Provide training for at least 10 Department-designated representatives up to 8 hr., including class and field training.

Ensure that the detection system manufacturer will provide product support for at least 5 yr. from the date of final acceptance.

4. TESTING

Perform the following tests on equipment and systems unless otherwise shown on the plans. The Department may witness all the tests.

- 4.1. **Stand-Alone Test.** Conduct a stand-alone test for each unit after installation. The test must exercise all stand-alone (non-network) functional operations and verify that RVDS is placing detector contact closure to assigned detector channels in the traffic signal controller assembly. Notify the Engineer 5 working days before conducting this test.
- 4.2. **Consequences of Test Failure.** If a unit fails a test, provide a new unit, and then repeat the test until successfully completed.
- 4.3. **Final Acceptance Test.** Conduct a final acceptance test on the complete functional system. Demonstrate all control, monitoring, and communication requirements and operate the system for 30 days. The Engineer will furnish a letter of approval stating the first day of the final acceptance test.
- 4.4. **Consequences of Final Acceptance Test Failure.** If a defect within the system is detected during the final acceptance test, document and correct the source of failure. Once corrective measures are taken, monitor the point of failure until a consecutive 30-day period free of defects is achieved.

4.5. **Relocation.**

- 4.5.1. **Pre-Test.** Provide five copies of the test procedures, including tests of the basic functionality of the unit, and blank data forms to the Engineer for review and comment as part of material documentation requirements. Functionality tests may include, but not be limited to, physical inspection of the unit and cable assemblies. Include the sequence of the tests in the procedures along with acceptance thresholds. The Engineer will comment on and approve or reject test procedures within 30 days after Contractor submittal of test procedures. Rejected test procedures must be resubmitted within 10 days. Review time is in calendar days. Conduct all tests in accordance with the approved test procedures.

Conduct basic functionality testing before removal of RVDS field equipment. Test all functional operations of the equipment in the presence of representatives of the Contractor and the Department. Ensure that both representatives sign the test report indicating that the equipment has passed or failed each function. Once removed, the equipment will become the responsibility of the Contractor until accepted by the Department. Compare test data prior to removal and after installation. The performance test results after relocation must be equal to or better than the test results before removal. Repair or replace the failing components within the system so that the system can pass the performance test after relocation.

- 4.5.2. **Post-Test.** Testing of the RVDS field equipment is to relieve the Contractor of system maintenance. The Contractor will be relieved of the responsibility for system maintenance in accordance with Item 7, "Legal Relations and Responsibilities," after a successful test period. The Contractor will not be required to pay for electrical energy consumed by the system.

After all existing RVDS field equipment has been installed, conduct approved continuity, stand-alone, and performance tests. Furnish test data forms containing the sequence of tests, including all the data taken as well as quantitative results for all tests. Submit the test data forms to the Engineer at least 30 days before the day the tests are to begin. Obtain approval of test procedures before submission of equipment for tests. Send at least one copy of the data forms to the Engineer.

Conduct an approved stand-alone test of the equipment installation at the field sites. At minimum, exercise all stand-alone (non-network) functional operations of the field equipment with all the equipment installed per the plans as directed. Complete the approved data forms with test results and submit them to the Engineer for review and either acceptance or rejection of equipment. Give at least 30 working days' notice before all tests to allow the Engineer or their representative to observe each test.

The Department must conduct approved RVDS field equipment system tests on the field equipment with the central equipment. The tests must, at minimum, exercise all remote-control functions and display the return status codes from the controller.

If any unit fails to pass a test, prepare and deliver a report to the Engineer. Describe the nature of the failure and the corrective action needed. If the failure is the result of improper installation or damage during reinstallation, reinstall or replace the unit and repeat the test until the unit passes successfully, at no additional cost to the Department or extension of the Contract period.

5. **MEASUREMENT**

New RVDSs furnished and installed by the Contractor will be measured by each approach to the signalized intersection.

RVDSs furnished by the Department for Contractor installation only will be measured by each approach to the signalized intersection.

Existing RVDSs to be relocated or removed will be measured by each sensor relocated or removed.

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 bid price for "RVDS (Presence Detection Only)," "RVDS (Advance Detection Only)," and "RVDS (Presence and Advance Detection)."
- This price is full compensation for furnishing, installing, configuring, integrating, and testing the completed installation, including RVDS equipment, voltage converters or injectors, cables, connectors, associated equipment, and mounting hardware. This price also fully compensates for all labor, tools, equipment, any required equipment modifications for electrical service, documentation, testing, training, software, warranty, and incidentals necessary to complete the work.
- 6.2. **Install Only.** The work performed and materials furnished in accordance with this Item will be paid for at the unit bid price for "RVDS (Presence Detection Only) (Install Only)," "RVDS (Advance Detection Only) (Install Only)," and "RVDS (Presence and Advance Detection) (Install Only)."
- This price is full compensation for making fully operational an RVDS furnished by the Department; for installing, configuring, integrating, and testing the completed installation, including RVDS equipment, voltage converters or injectors, cables, connectors, associated equipment, and mounting hardware; and for all labor, tools, equipment, any required equipment modifications for electrical service, documentation, testing, training, software, and incidentals necessary to complete the work.
- 6.3. **Relocate.** The work performed and materials furnished in accordance with this Item will be paid for at the unit bid price for "Relocate RVDS." This price is full compensation for relocating and making fully operational existing RVDS field equipment; for furnishing and installing additional cables or connectors; for testing, delivery, and storage of components designated for salvage or reuse; and for all testing, training, software, equipment, any required equipment modifications for electrical service, labor, materials, tools, and incidentals necessary to complete the work.
- 6.4. **Remove.** The work performed and materials furnished in accordance with this Item will be paid for at the unit bid price for "Remove RVDS." This price is full compensation for removing existing RVDS equipment; for removal of cables and connectors; for testing, delivery, and storage of components designated for salvage; and for all testing, training, software, equipment, labor, materials, tools, and incidentals necessary to complete the work.
- 6.5. **Communication Cable.** All communication cables necessary to make the RVDS fully operational will be subsidiary to this Item.



CAMERON COUNTY TECHNICAL SPECIAL SPECIFICATIONS
FOR
OLD ALICE ROAD CAMERON COUNTY, TEXAS

CAMERON COUNTY (CC) SPECIAL SPECIFICATIONS

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SPECIAL SPECIFICATIONS
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CC 7025 STEEL CASING (OPEN CUT) RELATED TO BID ITEM # 7025-7002.

**SPECIAL SPECIFICATION
CAMERON COUNTY (CC) 1007
WATER MAIN PIPE(PVC)(DR18)(DR 25)(C900)**

PART 1 – DESCRIPTION

1.1 Furnish and install all PVC water main pipe of the specified diameter, including excavation, trenching, bedding, pipe laying, jointing, thrust restraint, drainage material, backfill, compaction, surface restoration, testing, flushing, and disinfection in accordance with the Contract, Plans, and Specifications. This specification applies to all diameters of PVC C900 water main pipe as shown on the Plans, including but not limited to 4-inch, 6-inch, 8-inch and 12-inch pipe.

All work shall be coordinated with the Cameron County (CC) and Olmito Water Supply Corporation (OWSC) and performed in accordance with AWWA standards and applicable State and local requirements.

The abbreviations AWWA, ASA, ASTM, ANSI, AASHTO, NACE, NSF, SSPC, and TCEQ used in this Specification refer to the following organizations or technical societies.

- AWWA American Water Works Association
- ASA American Standards Association
- ASTM American Society for Testing and Materials
- ANSI American National Standards Institute
- AASHTO American Association of State Highway and Transportation Officials
- NACE National Association of Corrosion Engineers
- NSF National Sanitation Foundation
- SSPC Steel Structural Painting Council
- TCEQ Texas Commission on Environmental Quality

References to specifications of the above organizations mean the latest standard or tentative standard in effect on the date of the proposal.

PART 2 – MATERIALS

2.1 General. Provide new and unused materials for this project unless otherwise stated with Cameron County (CC) requirements and on the plans or in the proposal.

2.2 Provide only domestic materials that are in accordance with Cameron County (CC) requirements.

2.3 Water Main Pipe

2.3.A. PVC pipe conforming to AWWA C900 DR18 and DR25.

2.3.B. Pipe shall have integral bell and spigot joints with rubber gasket seals conforming to AWWA C900.

2.3.C. Pipe shall be clearly marked with manufacturer's name, size, class, date of manufacture, and AWWA C900 designation.

2.3.D. Pipe shall be furnished in the diameters shown on the Plans. All requirements of this specification apply to each pipe diameter unless otherwise noted.

2.4 Pipe Joints and Restraints

2.4.A. Push-on type rubber gasket joints conforming to AWWA C900.

2.4.B. Restrained mechanical joints (Megalug or approved equal) at all bends, tees, and fittings.

2.4.C. Joint lubricant approved by pipe manufacturer.

2.5 Fittings

2.5.A. Ductile Iron fittings conforming to AWWA C153/A21.53 or AWWA C110/A21.10.

2.5.B. Cement mortar lined per ANSI/NSF 61.

2.5.C. Polyethylene wrap required for all buried DI fittings.

2.6 Thrust Blocks

2.6.A. Cast-in-place concrete

2.6.B. Minimum compressive strength of 2,000 psi

2.6.C. Construct against firm, undisturbed soil.

2.6.D. Sized based on pipe diameter, internal pressure, and soil bearing capacity or as shown on the Plans.

2.5 Bedding and Backfill

2.5.A. Sand bedding mechanically compacted to 90% Standard Proctor.

2.5.B. Cement-stabilized sand from top of embedment to bottom of subgrade where shown.

2.5.C. Select backfill (PI < 18) placed in 12" lifts, compacted to 90% Standard Proctor.

2.5.D. If trench bottom is unstable, provide foundation preparation (well points, gravel, or cement stabilization).

PART 3 - CONSTRUCTION

3.1 Coordination and Approvals

3.1.A. Acquire all necessary permits from CC or OWSC to perform the work.

3.1.B. Provide written notification at least 72 hours prior to performing tie-ins.

3.1.C. Contractor must have all materials, equipment, thrust block forms, and dewatering systems on site before tie-in operations.

3.1.D. Contact CC and OWSC at least 7 days before beginning work to coordinate utility protection and verify field conditions. Ensure that existing utilities are clearly marked and protected.

- CC: (956) 247-3500

- OWSC: (956) 350-4099

3.1.E. If revised plan sheets have been issued for construction at locations in close vicinity to City utilities, the Contractor must submit revised plans and schedule a meeting onsite at least 7 days before beginning work, to review the changes and their impact on existing water and sewer mains. Conflicts may require additional Level A subsurface utility engineering to confirm horizontal and vertical alignment.

3.1.F. Install and maintain temporary orange construction fencing around existing structures, such as water valves, vaults, and sanitary sewer manholes, during construction to avoid damage and buried aboveground appurtenances.

3.2 Excavation and Trenching

3.2.A. Excavate trench to width and depth shown on Plans or as required to provide proper bedding, embedment, and clearances.

3.2.B. Maintain dry trench conditions. Provide dewatering equipment as necessary.

3.2.C. If trench bottom is unstable, provide foundation preparation per specification.

3.2.D. Remove and dispose of unsuitable material and replace with approved material.

3.3 Pipe Installation

3.3.A. Inspect all pipe, fittings, and materials before installation. Reject damaged or defective materials.

3.3.B. Keep pipe interior clean during installation. Cap or plug pipe ends when not actively laying pipe.

3.3.C. Lay pipe to line and grade shown on Plans with bells facing upgrade direction.

3.3.D. Cut pipe square using approved methods. Deburr and chamfer cut ends.

3.3.E. Apply approved joint lubricant to gasket and spigot end. Assemble joints per manufacturer's instructions.

3.3.F. Install restrained joints at all bends, tees, and fittings per manufacturer's requirements.

3.4 Thrust Blocks

3.4.A. Install thrust blocks at all bends, tees, plugs, and fittings requiring restraint.

3.4.B. Pour concrete against firm, undisturbed soil.

3.4.C. Cure thrust blocks minimum 24 hours before applying pressure to pipe.

3.5 Bedding, Backfill, and Compaction

3.5.A Place pipe bedding, embedment, and trench backfill in accordance with this specification and the Plans. Compact all layers to required density. Maintain dry trench conditions; dewater as necessary.

3.6 Hydrostatic Testing and Disinfection

3.6.A. Prior to tie-in:

- All water mains shall be hydrostatically tested per AWWA C605.
- After installation, disinfect per AWWA C651 (latest edition).
- Flush mains prior to service.
- Collect bacteriological samples for laboratory approval.
- Dechlorinate disinfected water per AWWA C655.

3.6.B. Tie-in to existing system shall not occur until test results and approval from CC and OWSC are obtained.

3.7 Surface Restoration

3.7.A Restore pavement, sidewalks, ground cover, and other disturbed improvements to original or better condition in accordance with plans.

PART 4 - MEASUREMENT

4.1 Water main pipe (PVC)(DR 18)(DR 25)(C900) will be measured by the linear foot (LF) of pipe successfully installed, tested, disinfected, flushed, and placed in service, measured along the centerline of the pipe from center of fitting to center of fitting. Each pipe diameter specified on the Plans — including 4-inch, 6-inch, 8-inch, and 12-inch — shall be measured separately under its respective bid item.

PART 5 – PAYMENT

5.1 Payment will be made at the unit price bid for each respective pipe diameter as listed below. Each bid item covers the same scope of work described herein for the respective pipe diameter shown on the Plans. Additional diameter bid items shall be added as required to match all pipe sizes shown in the Plans and Proposal.

- WATER MAIN PIPE (PVC)(DR 18)(C900)(4 IN)(LF)
- WATER MAIN PIPE (PVC)(DR 18)(C900)(6 IN)(LF)
- WATER MAIN PIPE (PVC)(DR 18)(C900)(8 IN)(LF)
- WATER MAIN PIPE (PVC)(DR 18)(C900)(12 IN)(LF)
- WATER MAIN PIPE (PVC)(DR 25)(C900)(4 IN)(LF)
- WATER MAIN PIPE (PVC)(DR 25)(C900)(6 IN)(LF)
- WATER MAIN PIPE (PVC)(DR 25)(C900)(8 IN)(LF)
- WATER MAIN PIPE (PVC)(DR 25)(C900)(12 IN)(LF)

WATER MAIN PIPE (PVC)(DR 18)(DR 25)(C900)(LF):

5.2 Price shall be full compensation for:

- Excavation, trenching, and dewatering
- Pipe, joints, and fittings
- Restrained joints and Megalug assemblies
- Thrust blocks
- Bedding, select backfill, and compaction
- Testing, flushing, disinfection, bacteriological sampling
- Tie-in to existing water system
- Surface restoration
- All labor, tools, equipment, and incidentals necessary to complete

--End of Section--

**SPECIAL SPECIFICATION
CAMERON COUNTY (CC) 1007
VALVES, HYDRANTS, AND APPURTENANCES**

PART 1 – DESCRIPTION

This Specification covers the requirements to provide all buried valves, valves in manholes and underground vaults, and hydrants and appurtenances complete with actuators and all accessories as shown on the plans and as specified herein.

PART 2 – MATERIALS

2.1. **Reference Standards.** Where reference is made to one of the standards listed below, the revision in effect at the time of bid opening will apply.

Comply with applicable provisions and recommendations of the following, except as otherwise shown or specified.

2.1.1. **American Water Works Association (AWWA).**

- AWWA C 515, “Gate Valves, Three (3)-Inch Through 48-Inch NPS, for Water and Sewage Systems”
- AWWA C 502, “Dry-Barrel Fire Hydrants”
- AWWA C 509, “Resilient-Seated Gate Valves, Three (3) Inch Through 12-Inch NPS, for Water and Sewage Systems”

2.1.2. **American National Standards Institute (ANSI).**

- ANSI B 16.1, “Cast-Iron Pipe Flanges and Flanged Fittings”
- ANSI C 111, “Rubber-Gasket Joints for Ductile-Iron and Gray-Iron Pressure Pipe and Fittings”

2.1.3. **American Society for Testing and Materials (ASTM).**

- ASTM A48, “Gray Iron Castings”
- ASTM A126, “Gray Iron Castings for Valves, Flanges and Pipe Fittings”
- ASTM A153, “Zinc Coating (Hot-Dip) on Iron and Steel Hardware”
- ASTM A276, “Standard Specification for Stainless and Heat Resisting Steel Bars and Shapes”
- ASTM A536, “Ductile Iron Castings”

2.1.4. **Steel Structures Painting Council (SSPC).**

PART 3 – CONSTRUCTION

3.1 Submittals. Within 30 days of the notice to proceed, submit to the Engineer or the owner for approval, technical product literature, including manufacturer’s literature, illustrations, and specifications and engineering data that include dimensions, size, materials of construction, weight, protection coating, and all other pertinent data to illustrate conformance to the Specification found within. Submit four copies of all certified shop test results specified herein, complete operations and maintenance manuals including all copies of all approved shop drawings, and certificates of compliance where required by referenced standards. For each valve specified to be manufactured and installed in accordance with AWWA and other standards, submit

an affidavit of compliance with the appropriate standards, including certified results of required tests, and certification of proper installation.

3.2 Delivery, Storage, and Handling. Deliver materials to the site to ensure uninterrupted progress of the work.

Protect threads and seats from corrosion and damage. Coat rising stems and exposed stem valves with a protective oil film that will be maintained until time of use.

Provide covers for all openings.

- All valves 3 in. and larger must be shipped and stored onsite until time of use with wood or plywood covers on each valve end.
- All valves smaller than 3 in. must be shipped and stored as above except that heavy cardboard covers may be furnished instead of wood.

Store equipment to permit easy access for inspection and identification. Remove the valve from the job if any corrosion is found at the time of owner acceptance.

Store all equipment in covered storage off the ground.

3.3 Coordination. Review installation procedures under other Sections and coordinate with the work that is related to this Section, including buried piping installation and site utilities.

Coordinate the location and placement of concrete thrust blocks when required.

3.4 General. All valves must open counterclockwise.

The use of a manufacturer's name and model or catalog number is for the purpose of establishing the standard of quality and general configuration desired.

Valves must be of the size shown on the plans or as noted, and, to the highest degree possible, equipment of the same type must be identical and from one manufacturer.

Valves must have the name of the maker, nominal size, flow directional arrows, working pressure for which they are designed, and standard to which they are manufactured cast in raised letters on some appropriate part of the body.

Unless otherwise noted, valves must have a minimum working pressure of 200 psi or be of the same working pressure as the pipe they connect to, whichever is higher, and suitable for the pressures noted where they are installed.

Valves must be of the same nominal diameter as the pipe or fittings they are connected to. Except as otherwise noted, joints must be mechanical, with joint restraint where the adjacent piping is required to be restrained.

Valves must be constructed for buried service.

3.5 Valve Boxes. Provide gate valves with extension shafts (where the operating nut is greater than 5 ft. below grade), operating nuts, and valve boxes as follows.

- Extension shafts must be steel and the operating nut 2 in. square. Shafts must be designed to provide a factor of safety of not less than 4. Operating nuts must be pinned to the shafts.
- Valve boxes must be a heavy-pattern cast iron, three-piece, telescoping-type box with dome base suitable for installation on the buried valves. Inside diameter (ID) must be at least 5-1/4 in. Barrel length must be adapted to the depth of cover, with a lap of at least 6 in. when in the most extended position. Covers must be cast iron with integrally cast direction-to-open arrow and "WATER" cast in the cover when used on a water line or "SEWER" when used on a wastewater force main. Aluminum or plastic are not acceptable. Provide a means of lateral support for the valve extension shafts in the top portion of the valve box. Furnish the valve box lid with a pentagon-head bolt for locking.
- The upper section of each box must have a bottom flange of enough bearing area to prevent settling. The bottom of the lower section must enclose the stuffing box and operating nut of the valve and be oval.
- An approved operating key or wrench must be provided.

- All fasteners must be Type 304 stainless steel.

3.6 Resilient Seated Gate Valves. Valves must be manufactured in accordance with AWWA C 509.

Acceptable gate valves are:

- American Flow Control—Series 2500,
- Mueller—2360 Series, and
- Clow.

Provide valves with a minimum of two O-ring stem seals.

Bonnet and gland bolts and nuts must be either fabricated from a low alloy-steel for corrosion resistance or electroplated with zinc or cadmium. The hot-dip process, per ASTM A153, is not acceptable.

Encapsulate wedges totally with rubber.

Units must be UL and FM approved.

Furnish and install resilient wedge gate valves in sizes manufactured in accordance with the latest AWWA C 509 and cast iron conforming to the latest ASTM A126 standards. Gate valves furnished under these specifications must be of the solid-wedge, resilient-seat type with cast iron or ductile iron body and bronze stem designed for 250-psi working pressure. All gate valves must be tested hydrostatically to 400 psi. Gate valves must meet the latest AWWA standard specifications (C 509).

The seat must be made of styrene butadiene rubber and provide a positive watertight seal. The seat must be permanently bonded or mechanically attached to the wedge with stainless steel screws. If bonded, ASTM P429 requirements must be followed. Non-rising stem gate valves must be equipped with O-ring type packing gland consisting of at least two O-rings. The thrust collar must work in an O-ring seal lubricant reservoir or against bearings or washers, above and below, constructed of Delrin or approved equal material. Gate valve stems must be fabricated from solid bronze rod with a tensile strength of not less than 60,000 psi and a minimum yield strength of 30,000 psi.

Cast iron body must be of iron with an even grain and possess a tensile strength of not less than 32,000 psi. All bronze castings, except the stem, must have a tensile strength of not less than 30,000 psi. The entire internal valve body surfaces must be coated with a factory-applied two-component epoxy system or approved equal. The seating surface must be machined or otherwise constructed to provide a smooth, even surface for the resilient seat. All valves must open left (counterclockwise) and have a 2-in. square wrench nut unless specified otherwise.

3.7 Tapping Sleeves and Tapping Valves. Tapping sleeves must be of cast iron epoxy coated, designated for working pressure not less than 200 psi. Provide armored end gaskets for the full area of the sleeve flanges. Sleeves must be as manufactured by A.P. Smith Division of U.S. Pipe, Mueller, Clow, or equal. Nuts and bolts must be Type 304 stainless steel.

Size-on-size tapping sleeve must be ductile iron or cast iron.

Tapping valves must conform to the requirements specified above for gate valves, except that one end must be flanged and one mechanical. Provide tapping valves with an oversized opening to permit the use of full-size cutters. Tapping valves must be Ford B81-777 or equal.

3.8 Check Valves.

3.8.1 Controlled Closing Swing Check Valves (Lever and Weight). Check valves must be of the controlled closing swing type. The controlled closing swing check valves must be guaranteed to operate under severe conditions as check valves. The valve must be designed to open smoothly, provide full pipeline flow, permit minimum head loss, and close at a controlled rate of speed for the final predetermined portion of its stroke. All bolts and nuts used in the assembly must be commercial steel.

The valve body must be cast iron ASTM A126-B or ductile iron ASTM A536. The disc arm and chamber level must be of heavy steel construction and keyed to the hinge shaft. The hinge shaft must be of 18-8 stainless steel and of adequate diameter to withstand a complete hydraulic unbalance pressure of 125 psi on the valve disc. A single cushioning device mounted on the external side of the valve must control the valve closure by way of the interchange of oil to and from an oil reservoir. The use of air- or gas-pressurized oil reservoir will not be

permitted. The oil plunger assembly must be rigidly attached to the valve body by shoulder bolts or dowel pins to prevent fretting.

The manufacturer, if required by the Engineer or the owner, must submit design calculations of principal component stresses to substantiate the integrity of the valve for the working pressure involved.

The valve when closed must be tight seating by way of a resilient replaceable seat against a bronze seat ring in the body.

Valves must be as manufactured by GA Industries or Series 6000 as manufactured by APCO. The owner reserves the right to inspect all valves before shipment is made. Any failure of valves to operate satisfactorily during the first year of installation due to faulty workmanship or defective material must be replaced and made good by the manufacturer. Under these Specifications, any valve stuffing box that leaks for any reason or because of excessive wear or deterioration of packing will be reason for classification as defective material.

3.9 Slanted or Tilted Check Valves. Furnish and install slanted or tilted check valves where shown on the plans. The body of the valve must be ductile iron or cast iron with access ports to the disc. The disc must be cast iron. The seat and disc rings must be bronze. Pivot pins and bushings must be bronze or stainless steel. The valve must include a localized indicator of the position of the valve.

The valves must include a top-mounted oil dash pot to prevent slamming of the disc. The dash pot must control the last 10% of closure of the disc. The speed of closure within this 10% must be adjustable.

Valves must be APCO Slanting Disc, Valmatic or Golden Anderson Tilted Disc, or approved equal.

3.10 Flanges. Flanges must be cast solid and faced accurately at right angles to the axis of the casting. Dimensions and drilling of flanges must be in conformance with the American Standard Association for a working pressure of 125 psi. Provide special drilling where necessary.

3.11 Fire Hydrants. Fire hydrants must be dry-barrel type conforming to the requirements of the latest revision of AWWA C 502. Hydrants must be designed such that the hydrant valve closes with line pressure, preventing loss of water and consequent flooding in the event of traffic damage.

Hydrants must have 6-in. mechanical joint inlet connections, two 2-1/2 in. hose connections, and one 4-1/2 in. pumper connection. Threads for the hose and pumper connections must be in conformance with National Standard Thread. Hydrants must be according to manufacturer's standard pattern. Hydrants must be equipped with O-ring packing. Each nozzle cap must be provided with a Buna-N rubber washer.

Hydrants must be so arranged that the direction of outlets may be turned 90° without interference with the drip mechanism or obstructing the discharge from any outlet. The body of the hydrant must be equipped with a breakable flange, or breakable cast iron flange bolts, just above the grade line.

A bronze or rustproof steel nut and check nut must be provided to hold the main hydrant valve on its stem. Hydrant valve opening must have an area equal to at least the area of a 4-1/2 in. minimum diameter circle and be obstructed only by the valve rod. Each hydrant must be able to deliver 500 gal. minimum through its two 2-1/2 in. hose nozzles when opened together with a loss of not more than 2 psi in the hydrant.

Hydrants must be designed for installation in a trench that will provide minimum cover as noted on plans and for the flange to be 3-1/2 in. above ground surface. Hydrant extensions must be as manufactured by the company furnishing the hydrants and of a style appropriate for the hydrants as furnished.

Hydrants must be provided with an automatic and positively operating, non-corrodible drain or drip valve to drain the hydrant completely when the main valve is shut. A drain valve operating by springs or gravity is not acceptable.

Operating stems whose threads are located in the barrel or waterway must be of manganese bronze, Everdur, or other high-quality non-corrodible metal, and all working parts in the waterway must be bronze to bronze. Hydrants must open by turning operating nut to left (counterclockwise) and be marked with a raised arrow and the word "open" to indicate the direction to turn stem to open hydrant.

Hydrants must be furnished with caps, double-galvanized steel hose cap chain, galvanized steel pumper hose cap chain, a galvanized steel chain holder, and any other hooks and appurtenances required for proper use.

Hydrant operating nut must be AWWA standard pentagonal type measuring 1-1/2 in. point to flat.

Hydrants must be hydrostatically tested as specified in AWWA C 502.

Hydrants must be of the following.

- Kennedy—K81
- American Darling—B84B
- Clow Medallion

Paint all iron work to be set below ground, after being thoroughly cleaned, with two coats of asphalt varnish specified in AWWA C 502. Iron work to be left above ground must be factory primed and painted silver using a high-grade enamel paint of quality and color to correspond to the present standard of the owner.

Install fire hydrants, plumb and true, on the same side of the street or roadway as the water main.

Place heel and thrust blocks in undisturbed soil as shown in the details on the plans.

Install double blue reflector “HYE—LITES” brand as manufactured by pavement markers ink at the centerline of the street or roadway perpendicular to the hydrant.

3.12 Corporation Stops. Corporation stops must be brass, not less than 1 in. in diameter, and must be installed where shown, specified, or required.

Provide corporation stops as manufactured by the following.

- Ford Company

3.13 Combination Air-Vacuum Relief Valves. Install the air-vacuum release valves as shown on the plans. The valve body must be of cast iron ASTM A126-B. The floats, float guide, and stem must be of Type 316 stainless steel. The resilient seat must be of Buna-N. The valve must be suitable for 150-psig working pressure. The valve must have standard National Pipe Thread inlets and outlet ports with diameters as indicated on the plans. The valve must be Model 200A Series by APCO Valve and Primer Corporation, Schaumburg, IL, or approved equal.

3.14 Surface Preparation and Shop Coatings. Blast-clean the interior ferrous metal surfaces, except finished or bearing surfaces, in accordance with SSPC SP-6, and paint with two coats of an approved two-component coal tar epoxy coating specifically formulated for potable water use. The coating used must appear on the current edition of EPA’s list titled, “Accepted Categories and Subcategories of Coatings, Liners and Paints for Potable Water Usage.”

Blast-clean exterior ferrous metal surfaces of all buried valves and hydrants in accordance with SSPC SP-6, and cover with two shop coats of a heavy-coat tar enamel or an approved two-component coat tar epoxy paint.

3.15 Inspection and Preparation. During installation of all valves and appurtenances, verify that all items are clean, are free of defects in material and workmanship, and function properly.

Keep all valves closed until otherwise directed by the Engineer or the owner.

3.16 Installation of Buried Valves and Valve Boxes. Clean and manually operate buried valves before installation. Set buried valves and valve boxes with the stem vertically aligned in the center of the valve box. Set valves on a firm foundation supported by tamping pipe bedding material under the sides of the valve. Support the valve box during backfilling and maintain in vertical alignment flush with the finish grade. Set the valve box so as not to transmit traffic loads to the valve.

Before backfilling, coat all exposed portions of any bolts with two coats of bituminous paint.

3.17 Installation of Tapping Sleeves and Valves. Contact the owner for permission before tapping a line. The required procedures and timetable must be followed exactly.

Installation must be made under pressure and the flow maintained. The diameters of the tap must be a minimum of 1/4 in. less than the ID of the branch line.

The entire operation must be conducted by workers experienced in the installation of tapping sleeves and valves. Furnish the tapping machine.

Determine the location of the line to be tapped to confirm that the proposed location will be satisfactory, and that no interference will be encountered, such as joints or fittings. No tap or sleeve may be made closer than 3 ft. from a pipe joint.

Set a tapping sleeve and valve with boxes squarely centered on the line to be tapped. Provide adequate support under the sleeve and valve during the tapping operation. Provide thrust blocks or other permanent restraint acceptable to the Engineer and the owner behind all tapping sleeves. Proper tamping of supporting pipe bedding material around and under the valve and sleeve is mandatory for buried installations. After completing the tap, flush the valve to ensure that the valve seat is clean. All proper regulatory procedures (including disinfection) must be followed exactly.

3.18 Installation of Fire Hydrants. Set fire hydrants at the locations as shown on the plans and bedded on a firm foundation. Hydrants and connecting pipe must have at least the same depth of cover as the distributing pipe. Fill and compact a drainage pit as detailed on the plans with 3/4-in. washed rock gravel. Set the hydrants on a slab of concrete not less than 4 in. thick and 15 in. square. During backfilling, additional screened gravel must be brought up around and 6 in. over the drain port. Set and properly brace each hydrant in true vertical alignment.

Place 2,500-psi concrete thrust blocks between the back of the hydrant inlet and undisturbed soil at the end of the trench. Minimum bearing area must be as shown on the plans. Place 8-mil polyethylene film around the hydrant elbow before placing concrete. Take precautions to ensure that concrete does not plug the drain ports.

All connections from the main to the fire hydrants must be anchoring mechanical joints designed to prevent movement due to thrust or pressure.

Tie the hydrant to the pipe with suitable rods or clamps and coat with Koppers 300 or approved equal at a minimum of 8-mil thickness. Bolts must have a zinc bolt cover per AWWA. Touch up hydrant paint as needed after installation.

Fire hydrants must be factory primed and painted silver using a high-grade enamel.

Fire sprinkler lines must be protected by a reduced pressure zone. All fire lines must be ductile iron pipe. All private fire lines must be separated by double detecta check.

3.19 Field Tests and Adjustments. Conduct a functional field test of each valve, including actuators and valve control equipment, in presence of Engineer or the representative of the owner to demonstrate that each part and all components together function correctly. All testing equipment required must be provided by the Contractor at their sole expense.

PART 4 – MEASUREMENT

- 4. Measurement.** The valves and hydrants will be measured for payment by each Item installed. Fire hydrants will be furnished with the proper length of barrel to comply with these Specifications. Barrel extensions will not be measured and paid for separately.

PART 5 – PAYMENT

- 5. Payment.** Gate valves, tapping sleeves and tapping valves, fire hydrants, and air and vacuum relief valves as shown on the plans and as specified will be paid for at the unit Contract price per each as provided in the Proposal and bid schedule.

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 per each for “Valves” and “Hydrants.” This price is full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the work, including excavation, base blocking, disposal of surplus materials, and backfill in accordance with the plans and these Specifications. The 6-in. connection pipe, 6-in. gate valve, test station, concrete collar, thrust block, drain pit, concrete pad, rods, bolts, paint, protective coatings, and fittings for fire hydrants will not be paid for separately.

No separate payment will be made for work performed in accordance with this Specification, other than that listed in this Article, and the cost thereof will be included in the proper items of the Proposal and bid schedule.

--End of Section--

**SPECIAL SPECIFICATION
CAMERON COUNTY (CC) 1007
IRRIGATION WELLS, GATES, AND VALVES**

PART 1 – DESCRIPTION

Furnish and install irrigation wells, gates, and valves as shown on the plans or as directed.

PART 2 – MATERIALS

Furnish materials in accordance with the following:

- Item 421, “Hydraulic Cement Concrete”
- Item 440, “Reinforcement for Concrete”

- 2.1 Item 464, “Reinforced Concrete Pipe” Brick.** Use brick for irrigation wells that conforms to the requirements of “Sewer and Manhole Brick (made from clay or shale), Grade SM” in accordance with ASTM Designation: C32.
- 2.2 Cement.** Use Type I hydraulic cement in accordance with ASTM Designation: C150.
- 2.3 Lime.** Use hydrated lime of an established brand as approved.
- 2.4 Sand.** Use sand that is composed of clean, hard, durable, uncoated grains, free from lumps, soft or flaky particles, loam, organic matter or other injurious substances as approved.
- 2.5 Water.** Use mixing and curing water in accordance with Item 421, “Hydraulic Cement Concrete,” (See Section 2.5., “Water”).
- 2.6 Concrete.** Use Class A concrete or as shown on plans that conforms to the requirements of Item 421, “Hydraulic Cement Concrete.”
- 2.7 Reinforcing Steel.** Use reinforcing steel that conforms to the requirements of Item 440, “Reinforcement for Concrete.”
- 2.8 Reinforced Concrete Pipe.** Use reinforced concrete pipe that conforms to the requirements of Item 464, “Reinforced Concrete Pipe.”
- 2.9 Well Gates.** Use gates as shown on the plans.
- 2.10 Irrigation Valves.** Use valves as shown on the plans.

PART 3 – GENERAL

Construct irrigation wells either with brick or reinforced concrete pipe. If brick is used, then construct the inlet square with inside dimensions as specified for the size of the inlet and construct the walls a minimum of 8 in. thick. If reinforced concrete pipe is used, then construct the inside diameter of the pipe as specified for the size of the inlet and Class III pipe required.

PART 3 – CONSTRUCTION METHODS

3.1 Brick Masonry. Use brick masonry that consists of whole, sound, straight, hard bricks, laid in freshly mixed mortar to the forms and section required. Wet and lay bricks true to line in parallel courses, properly bonded with face joints flush. Lay each brick in full, close joints of mortar on its bed, end and side at one operation. Plaster all exposed surfaces of brick irrigation wells with 1/2 in. of mortar.

Mix mortar in the proportions, by volume, of 1 part cement, 1 part lime, and 4 parts of sand. First mix the sand, cement, and lime dry in a tight box until the mixture assumes a uniform color, after which add water as the mixing continues until the mortar attains a consistency such that it can be easily handled and spread with a trowel. Use mechanical mixing instead of hand mixing if desired.

3.2 Irrigation Wells. Construct irrigation wells as shown on the plans.

3.3 Concrete Foundation. Construct concrete foundations as shown on the plans.

3.4 Gates and Valves. Install gates and valves at locations shown on the plans. Install gates and valves in such a manner as to completely seal the ends of the concrete pipe and be securely anchored. Furnish drive extensions for gates that extend to the hand wheel above the top of wells, headwalls, or concrete canal lining to facilitate operation.

PART 4 – MEASUREMENT

These Items will be measured by the each of the various sizes specified.

PART 5 – PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under “Measurement” will be paid for at the unit price bid for “Irrigation Well,” “Well Gate,” or “Irrigation Valve,” of the specified sizes. This price shall be full compensation for furnishing, transporting, and installing all materials, labor, tools, equipment, and incidentals.

Unless otherwise shown on the plans, structural excavation for irrigation wells, well gates, and irrigation valves will not be measured but will be considered subsidiary to the various bid items.

--End of Section--

**SPECIAL SPECIFICATION
CC 5029
BIRD EXCLUSION METHODS**

PART 1 – DESCRIPTION

Furnish, install, maintain, and remove bird exclusion netting devices in culverts or on bridges.

The Engineer, in coordination with Environmental staff, will determine which culverts or bridges will utilize exclusion netting, before or during the Migratory Bird Treaty Act (MBTA) season (February 1 to Oct 1). Install netting in accordance with the MBTA Exclusion Device plan sheets and as directed.

PART 2 – MATERIALS

Furnish materials that conform to the pertinent requirements of the following Items.

- Item 491, “Timber for Structures”
- Item 492, “Timber Preservative and Treatment,” and
- Netting: Material: Polyethylene Netting (UV-treated),
Mesh: Max. Opening $\frac{3}{4}$ ”,
Breaking Strength per Strand: 40 lb. min.,
Life Expectancy: 10 yr.,
Attachments: Concrete nails, steel wire cable $\frac{3}{16}$ ". Concrete screws with hooks, turnbuckles.

PART 3 – CONSTRUCTION METHODS

Install the bird netting and furnish pressure treated lumber and attachments that meets the requirements with the details shown on the plans, manufacturer recommendations, and as directed.

Maintain each system as needed or as directed.

PART 4 – MEASUREMENT

This Item will be measured by the square foot.

This is a plans quantity measurement item, and the paid quantity will be the quantity shown in the proposal and on the “Estimate and Quantity” sheet of the Contract plans. If no adjustment of quantities is required, additional measurements or calculations will not be required.

PART 5 – PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under “Measurement” will be paid for at the unit price bid for the bird exclusion method. This price is full compensation for furnishing, installing, maintaining, removing, and proper disposal, netting, pressure treated timber, attachments (hardware), supervision, scaffolding, and for furnishing all materials, equipment, tools, labor, and incidentals necessary to complete the work.

--End of Section--

**SPECIAL SPECIFICATION
CC 7004
JACK, BORING, OR TUNNELING CASING STEEL**

PART 1 – DESCRIPTION

1.1 Furnish and install pipe or box by jacking, boring, or tunneling.

PART 2 – MATERIALS

2.1 Use the following types of pipe or box:

- reinforced concrete pipe (except circular bell-and-spigot, arch, or horizontal elliptical pipe) meeting the special requirements for jacking, boring, or tunneling in accordance with Item 464, “Reinforced Concrete Pipe,” of the size, strength, and dimension shown on the plans;
- reinforced concrete box meeting Item 462, “Concrete Box Culverts and Drains,” of the size and type shown on the plans; or
- other types shown on the plans.

PART 3 – CONSTRUCTION

Excavate suitable shafts or trenches for conducting the jacking, boring, or tunneling operations and for placing end joints of the pipe or box if the grade at the jacking, boring, or tunneling end is below the ground surface. Maintain a 3:1 slope from edge of pavement on the shaft side of the road unless otherwise shown or directed. Provide a positive barrier when the shaft location is within the clear zone of the roadway. Protect excavations deeper than 5 ft. in accordance with Item 402, “Trench Excavation Protection,” or Item 403, “Temporary Special Shoring.”

Install pipe or box so there is no interference with the operation of street, highway, railroad, or other facility and no embankment or structure is weakened or damaged.

Repair any pipe or box damaged in jacking, boring, or tunneling. Remove and replace any pipe or box damaged beyond repair at the Contractor’s expense.

Backfill shafts or trenches excavated to facilitate jacking, boring, or tunneling immediately after installation of pipe or box.

3.1 Jacking. Provide jacks suitable for forcing the pipe or box through the embankment. Use even pressure to all jacks during operation. Provide a suitable jacking head and suitable bracing between the jacks and the jacking head to apply uniform pressure around the ring of the pipe or circumference of the box. Use joint cushioning of plywood or other approved material. For plywood cushioning material, use 1/2 in. minimum thickness for pipe diameter 30 in. or less, and use 3/4 in. minimum thickness for pipe diameter greater than 30 in. Use 3/4 in. minimum thickness for all boxes. Use cushioning rings of single or multiple pieces. Provide a suitable jacking frame or backstop. Set the pipe or box to be jacked on guides that support the section of the pipe or box, and direct it on the proper line and grade. Place the entire jacking assembly in line with the direction and grade of the pipe or box. In general, excavate the embankment material just ahead of the pipe or box, remove the material through the pipe or box, and force the pipe or box through the embankment with jacks into the space bored or tunneled.

Furnish a plan showing the proposed method of jacking for approval. Include the design for the jacking head, jacking support or backstop (thrust block), arrangement and position of jacks, and guides in the plan.

Ensure excavation for the underside of the pipe so at least 1/3 of the circumference of the pipe conforms to the contour and grade of the pipe. Ensure the excavation for the bottom slab of the box conforms to the grade of the

box. Over-excavate, if desired, to provide no more than 2 in. of clearance for the upper portion and sides of the pipe or box. Taper this clearance to zero at the point where the excavation conforms to the contour of the pipe or box. Carry out jacking without interruption to prevent the pipe from becoming firmly set in the embankment. Monitor volume of soil excavated to avoid any appreciable over-excavation. Pressure grout any over-excavation of more than 1 in. Pressure-grout between the carrier pipe and casing when shown on the plans.

The distance the excavation extends beyond the end of the pipe or box must not exceed 2 ft. Decrease this distance as necessary to maintain stability of the material being excavated.

Jack the pipe or box from the low or downstream end. The final position of the pipe or box must not vary from the line and grade shown on the plans by more than 1 in. in 10 ft. Variation must be regular and in one direction, and the final flow line must be in the direction shown on the plans.

Use a shield or cutting edge of steel plate around the head end of the pipe or box extending a short distance beyond the end if desired. The minimum clear distance for parallel pipe or box jacking or tunneling is 3 ft., unless otherwise shown on the plans.

3.2 Boring or Tunneling. Bore from a shaft in an approved location provided for the boring equipment and workers.

Dispose of excavated material using an approved method. Use water or other appropriate drilling fluids in connection with the boring operation only as necessary to lubricate cuttings and pipe or box; do not use jetting.

Use a gel-forming colloidal drilling fluid consisting of high-grade, carefully processed bentonite to consolidate cuttings of the bit in unconsolidated soil formations. Seal the walls of the borehole and furnish lubrication for subsequent removal of cuttings and immediate installation of the pipe.

Allowable variations from line and grade are specified in Section 476.3.1., "Jacking." Pressure-grout any over-excavation of more than 1 in.

3.2.1 Larger Diameter Boring Methods. Use the pilot hole or auger method for drainage and large utility borings. Pressure-grout any over-excavation of more than 1 in. Pressure-grout between the carrier pipe and casing when shown on the plans.

3.2.1.1 Pilot Hole Method. Bore a 2 in. pilot hole the entire length of the crossing and check it for line and grade during the boring or tunneling operation on the opposite end of the bore from the work shaft. This pilot hole will serve as centerline for the larger diameter hole to be bored.

3.2.1.2 Auger Method. Use a steel encasement pipe of the appropriate diameter equipped with a cutter head to mechanically perform the excavation. Use augers of large enough diameter to convey the excavated material to the work shaft.

3.2.2 Electrical and Communication Conduit Boring. Limit over-excavation to the dimensions shown in Table 1 for electrical and communication conduit borings. Increased boring diameters will be allowed for outer diameters of casing and couplings. Pressure-grouting will not be required for electrical and communication conduit borings.

Table 1
Allowable Bore Diameter for Electrical or Communication Conduit or Casing

Single Conduit Bores		Multiple Conduit Bores	
Conduit Size (in.)	Maximum Allowable Bore (in.)	Conduit Size (in.) ¹	Maximum Allowable Bore (in.)
2	4	4	6
3	6	5	8
4	6	6	10
6	10	7	12
-	-	8	12

1. The diameter of multiple conduits is the sum of the outside diameter of the two largest conduits for placement of up to four conduits in one bore. Submit boring diameters for the Engineer's approval when more than four conduits are to be placed in a bore.

3.3 Tunneling. Use an approved tunneling method where the characteristics of the soil, the size of the proposed pipe, or the use of monolithic pipe would make the use of tunneling more satisfactory than jacking or boring, or when shown on the plans.

Ensure the lining of the tunnel is strong enough to support the overburden when tunneling is permitted. Submit the proposed liner method for approval. Approval does not relieve the Contractor of the responsibility for the adequacy of the liner method.

Pressure-grout the space between the liner plate and the limits of excavation.

Pressure-grout between the carrier pipe and liner plate when shown on the plans.

3.4 Joints. Make the joints in accordance with Item 464 if reinforced concrete pipe is used. Make the joints in accordance with Item 462 if reinforced concrete box is used.

PART 4 – TESTING

This Item will be measured by the foot between the ends of the pipe or box along the flow line.

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

PART 5 – PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Jacking, Boring, or Tunneling Pipe" of the type, size, and class or design specified, or "Jacking or Tunneling Box Culvert" of the size specified.

This price is full compensation for excavation, grouting, backfilling, and disposal of surplus material; furnishing pipe, box, and pipe liner materials required for tunnel operations; preparation, hauling, and installing of pipe, box, and pipe liner materials; and materials, tools, equipment, labor, and incidentals.

Protection methods for open excavations deeper than 5 ft. will be measured and paid for as required under Item 402 or Item 403.

--End of Section--

**SPECIAL SPECIFICATION
CC 7004
CASING STEEL (OPEN TRENCH)**

PART 1 – DESCRIPTION

1.1 Install welded steel pipe based on the following.

The diameter of the pipe must be as shown on the construction drawings (minimum size requirements). Joints must be continuous circumferential weld in accordance with AWS D 1 1.

Verify all existing utilities (location and depth) before commencing installation of pipe by other than open cut.

Prevent damage to streets, driveways, walkways, and other structures during and after pipe installation. Repair any such damage at no extra cost.

For open-cut installations, all excavated ditch lines must be mechanically tamped to at least 90% density and a maximum 95% density of ASTM D698 (standard proctor procedures) at a moisture content ranging from optimum -1%–+3%, to be placed in 6-in.–8-in. lifts (not to exceed 12 in.) by the end of each day’s work. Densities must be taken at every lift, at staggered 100-ft. increments.

The existing top-of-ground grades shown on the plans are approximate, and there will no compensation if the depth of pipe is proved to be otherwise.

Install RACI (or equal) plastic spacers (skids) according to the manufacturer’s specifications, with the cost to this Item.

PART 2 – MATERIALS

Casing pipe must be new steel conforming to ANSI B 36.10 and the following.

- Field Strength. 36,000 psi minimum.
- Wall Thickness. 0.5 in. minimum.

The Contractor must meet the Buy America requirements in accordance with Department and FHWA guidance letter dated April 7, 2014.

PART 3 –MEASUREMENT

This Item will be measured by the foot of steel casing pipe installed.

PART 4 –PAYMENT

Payment for steel casing pipe will include the cost of the casing pipe, grouting, excavation, embankment backfill, and all incidental labor and materials necessary for a complete installation in accordance with the plans.

--End of Section--

**SPECIAL SPECIFICATION
CC 7006
SANITARY SEWERS**

PART 1 – DESCRIPTION

Furnish labor, materials, and equipment necessary to provide a complete sanitary sewer system in accordance and compliance with ANSI, AWWA, ASTM, American Standards Association (ASA), Steel Structures Painting Council (SSPC), ACI, and National Sanitation Foundation (NSF) standards; the plans; and Specifications, and in compliance with the Department’s Utility Accommodation Policy (43 TAC § 21.31–21.55).

The abbreviations ANSI, AWWA, ASTM, ASA, SSPC, ACI, and NSF in this Specification refer to the following organizations.

- ANSI. American National Standards Institute.
- AWWA. American Water Works Association.
- ASTM. American Society for Testing and Materials.
- ASA. American Standards Association.
- SSPC. Steel Structures Painting Council.
- ACI. American Concrete Institute.
- NSF. National Sanitation Foundation.

When referring to the specifications of the above organizations, it means the latest standard or tentative standard in effect on the date of the proposal.

The size and location of utility lines shown on the plans were obtained from field surveys and from the various utility companies. The Department does not assume responsibility for the accuracy of the information presented, nor does it warrant that every utility line is shown.

PART 2 – MATERIALS

Furnish new and unused materials for this project unless otherwise specified on the plans. Provide a manufacturer’s certificate of compliance for quality control of materials unless otherwise shown on the plans, except for the inspection requirements of Item 464, “Reinforced Concrete Pipe.”

2.1 Circular Concrete Pipe. Provide circular concrete pipe 36 in. in diameter and greater conforming to the class specified on the plans and in accordance with Item 464. Circular concrete pipe less than 36 in. in diameter is not allowed. Furnish polyvinyl-chloride (PVC-) lined concrete pipe interiors for corrosion protection. See Section 2.9., “Plastic Liner for Concrete Pipes.”

Upon delivery to the trenches, the pipe and specials will be inspected for transportation and handling damages incurred after acceptance at the source of manufacture. Repair the pipe if necessary. If, in the opinion of the Engineer, the repairs are sound, properly finished, and cured, and the repaired pipe conforms to these Specifications, it will be acceptable.

Unless otherwise specified on the plans, for concrete pipe, use corrosion-resistant rubber gasket joints of the “push-on” type that meet ASTM C443.

2.2 PVC Pipe and Fittings. For PVC pipe, use steel casing meeting Section 2.8., “Steel Casing Pipe.”

Use lubricant for assembly that has no detrimental effects on the gasket or pipe and is of the type recommended by the pipe manufacturer.

Furnish a manufacturer's certification that the pipe and fittings being furnished on the project meet this Specification. Ensure written approval accompanies this certification to the project site, before installing the pipe and fittings.

Provide pipe and fittings that are free of defects that, in the judgment of the Engineer, would hinder their ability to function as planned.

2.2.1 Gravity Sewer. Provide plastic pipe and fittings meeting ASTM D3034 SDR35, D2241 or D3034 SDR26, F679 SDR35, or F794.

2.2.2 Force Mains. Provide PVC pipe for force mains meeting or exceeding AWWA C 900/905. Use ductile iron (Class 52) fittings for force main pipes.

2.2.3 Water Main Crossings. If constructing gravity or force main sewers in the vicinity of water mains, meet Rules and Regulations for Public Water Systems adopted in 1992 by the Texas Water Commission (now TCEQ).

2.3 Ductile Iron Pipe (DIP) and Fittings. Provide DIP that meets ANSI A 21.51 (AWWA C 151), Class 53. Unless otherwise specified on the plans, determine the pipe thickness based on the depth of cover and an internal pressure of 150 psi. Furnish pipe in nominal 18-ft. or 20-ft. lengths.

Provide fittings for use with DIP that meet ANSI A 21.10 (AWWA C 110). Design the fittings for a minimum working pressure of 150 psi.

Provide joints for DIP of the type in accordance with ANSI A 21.11 (AWWA C 151) for push-on or ANSI A 21.15 for flanged end.

2.4 Line Interiors. Provide lined interiors meeting ANSI A 21.4, cement-lined with seal coat, or ANSI A 21.16 fusion-bonded epoxy coating for interior. Comply with NSF 61.

2.5 Sanitary Sewer and Force Main Interiors.

2.5.1 Preparation. Provide commercial blast cleaning conforming to SSPC-SP 6.

2.5.2 Liner Thickness. Provide a nominal liner thickness of 40 mils for the pipe barrel interior and at least 6 mils–10 mils at the gasket groove and outside spigot end to 6 in. back from the end.

2.5.3 Testing. Perform testing in accordance with ASTM G62, Method B, for voids and holidays. Provide written certification.

2.5.4 Acceptable Lining Materials. Provide approved virgin polyethylene conforming to ASTM D1248, with inert fillers and carbon black to resist ultraviolet (UV) degradation during storage, heat-bonded to the interior surface of pipe and fittings.

2.5.4.1 Ceramic Epoxy Protection. For the exterior of sanitary sewers, furnish a prime coat and outside asphaltic coating conforming to ANSI A 21.10, ANSI A 21.15, or ANSI A 21.51 for pipe and fittings in open-cut excavation and in casings.

2.6 Gaskets. Furnish, when no contaminant is identified, plain rubber (styrene-butadiene rubber) gasket material in accordance with ANSI A 21.11 or ASTM F477 (one bolt only). For flanged joints, furnish a 1/8-in. thick gasket in accordance with ANSI A 21.15.

2.7 Fiberglass Pipe and Fittings. Provide centrifugally cast fiberglass pipe in accordance with ASTM D3262 and ASTM D3681. Ensure the actual outside diameter (OD) of the pipe is in accordance with ASTM D3754, Table 3. The standard pipe length is approximately 20 ft. A maximum 10% of the lengths, excluding special order pipes, may be supplied in random lengths.

Ensure the manufacturer uses only polyester resin systems with a proven history of performance in this application. Use only the historical data collected from applications of a composite material of similar construction and composition as the proposed product.

For the reinforcing glass fibers used to manufacture the components, use the highest quality commercial grade glass filaments with binder and sizing compatible with impregnating resins.

Silica sand or other suitable materials may be used for fillers.

If resin additives, such as pigments, dyes, and other coloring agents, are used, ensure they are not detrimental to the performance of the pipe and they do not impair visual inspection of the finished product.

Provide gaskets supplied by approved gasket manufacturers in accordance with ASTM 477 and that are suitable for the service intended.

Provide flanges, elbows, reducers, tees, and other fittings capable of withstanding operating conditions when installed. They may be contact-molded or manufactured from metered sections of pipe joined by glass-fiber reinforced overlays.

Use a stiffness class of centrifugally cast fiberglass pipe that satisfies design requirements under ASTM D3262 but that is not less than 46 psi when used in direct-bury operation, or 36 psi when installed in a tunnel liner.

Provide centrifugally cast fiberglass pipe with an internal liner resin suitable for service as sewer pipe and that is highly resistant to exposure to sulfuric acid in accordance with ASTM D3681.

Supply pipe manufactured by the centrifugal casting process. An acceptable manufacturer is Hobas Pipe, USA, Inc., or approved equal.

Provide a manufacturer's certification that the pipe and fittings furnished on the project meet this Specification. Written approval must accompany this certification to the project site, before installing the pipe and fittings.

Furnish pipe and fittings that are free of defects that, in the judgment of the Engineer, would hinder their ability to function as planned.

2.8 Steel Casing Pipe. Provide minimum wall thicknesses in accordance with those shown in Table 1 for HS-20 live loads and depths of bury of up to 16 ft.

Supply the pipe in double random lengths, of at least 16 ft. and at most 40 ft., unless otherwise shown on the plans. Bevel the ends of the pipe for field butt-welding. Provide welder qualification in accordance with AWWA C 206.

**Table 1
Casing Pipe**

Casing Pipe Size (in.)	Outside Diameter (in.)	Min. Wall Thickness (in.)	Approximate Weight Uncoated (lb./ft.)
6	6.625	0.219	14.97
8	8.625	0.219	19.64
10	10.750	0.219	24.60
12	12.750	0.219	29.28
14	14.000	0.219	32.00
16	16.000	0.219	36.86
20	20.000	0.250	52.73

**Table 1
Casing Pipe**

Casing Pipe Size (in.)	Outside Diameter (in.)	Min. Wall Thickness (in.)	Approximate Weight Uncoated (lb./ft.)
24	24.000	0.250	63.41
30	30.000	0.250	79.43
36	36.000	0.250	95.45
42	42.000	0.250	111.50

Note—It is the Engineer's responsibility to review the design for conditions more extreme than those indicated by this Specification and to design accordingly. Do not use a thickness of the pipe wall less than that defined in this table.

Furnish steel casing pipe coated with coal-tar enamel externally and with polyamide epoxy internally.

2.9 Plastic Liner for Concrete Pipes. Furnish plastic liner sheets, joint, corner, and weld strips, manufactured from a high molecular weight thermoplastic polymer compounded to make a permanently flexible material suitable for use as a protective liner in pipe or other structures. Ensure PVC resin constitutes at least 99% by weight of the resin used in the formulation. Co-polymer resins are not permitted.

Anytime during the manufacture or before the final acceptance of the work, the Engineer may sample specimens taken from sheets, strips, or welded joints for testing.

Changes in formulation are permitted only after notifying the Engineer and after the manufacturer demonstrates that the new plastic liner meets or exceeds requirements for chemical resistance and physical properties.

Furnish the plastic liner as manufactured by Ameron T-Lok; Poly-Tee, Inc.; or approved equal.

Provide plastic liner sheets, including locking extensions, joints, corners, and welding strips, that are free of cracks, cleavages, or other defects adversely affecting the protective characteristics of the material.

Except at shop welds, ensure plastic liner sheets, joint, corner, and weld strips have the properties shown in Table 2 when tested at 77°F ±5°F.

**Table 2
Chemical Resistance Test**

Property	Initial Result	After Exposure for 112 Days in Chemical Solutions
Tensile strength, Min.	2,200 psi	2,100 psi
Elongation at break, Min.	200%	200%
Shore diameter, Type D	Within 1 sec. 50–60	±5 (with respect to initial test result)
	10 sec. 35–50	±5
Weight change	–	±1.5%

2.10 Liner for DIP. Furnish pipe internally lined with ceramic epoxy Protecto 401 or virgin polyethylene in accordance with ASTM D1248, compounded with inert fillers and carbon black to resist UV light degradation during storage.

Heat-bond the liner to the interior of the pipe and fittings over a blast-cleaned surface as recommended by the manufacturer or SSPC-SP 6.

Provide a nominal liner thickness of 40 mils–50 mils with a minimum thickness of 35 mils and covering surfaces exposed to sanitary sewage.

Test for voids and holidays in accordance with ASTM G62, Method B, and provide a manufacturer's certification.

Furnish polyline liner pipe manufactured by U.S. Pipe and Foundry Company, Polybond by American Cast Iron Pipe Company, or an approved equal.

Apply a polyamide epoxy prime coat to the exterior and ensure the outside asphaltic coating is in accordance with ANSI A 21.10, ANSI A 21.15, ANSI A 21.51, or AWWA C 218 for pipe and fittings in open-cut excavation and in casings.

Use a polyurethane coating for the exterior conforming to the requirements of the approved manufacturer, CORROPIPE II – TX, Madison Chemical Industries, Inc., for polyurethane coatings on steel pipe or DIP.

2.11 Polyethylene Film Wrap.

2.11.1 General. Except where noted on the plans, use polyethylene film or tape as a wrap to protect DIP and fittings only in open ditch placements. Use polyethylene film conforming to this Specification.

2.11.2 Film. For polyethylene film, use virgin polyethylene in accordance with ASTM D1248 and AWWA C 105, Type I, Class C, Category 5, Grade E-5, 2.5%–3.0% carbon black content. Unless otherwise specified on the plans, use film 8 mils thick and with a tensile strength of 1,200 psi–2,500 psi with elongation up to 600%. Also, ensure the dielectric strength is 800 V per mil of thickness. Furnish the film in either tubular form or sheet form. Furnish film supplied in tubular form in the minimum widths shown in Table 3.

**Table 3
Min. Width of Film Tube (Lying Flat)**

Nominal Pipe Size (in.)	Push-On Joint Flat Tube Width (in.)
4	20
6	20
8	24
10	27
12	30
14	34
16	37
18	41
20	45
24	54

Furnish film supplied in sheet form in a width equal to twice that shown for tube widths.

2.11.3 Polyethylene Tape. For the tape used to tape film edges and overlaps, use a 3-in. wide plastic-backed adhesive tape. Use Paleocene No. 900, Scotch Wrap No. 50, or approved equal.

2.12 Concrete. Unless otherwise shown on the plans, for concrete other than materials for pipe, use Class A concrete in accordance with the material requirements of Item 420, “Concrete Substructures,” and Item 421, “Hydraulic Cement Concrete.”

2.13 Cement-Stabilized Sand. Use cement-stabilized sand backfill containing at least 7% cement, per cubic yard of material, based on the dry weight of the aggregate in accordance with Tex-120-E, of material as placed. The materials consist of aggregate, hydraulic cement, and water. Use cement and water in accordance with the material requirements of Item 421. Furnish sand, free of deleterious matter, with a maximum Plasticity Index of 6 when tested by Tex-106-E.

2.14 Backfill and Bedding Materials. Unless otherwise specified on the plans, furnish sand for bedding of the sanitary sewer that is free of clay lumps, organic material, and other deleterious substances. Use sand that, when tested in accordance with Tex-106-E, has a maximum Plasticity Index of 7 and a maximum Liquid Limit of 25, and for which a maximum 40% passes the No. 200 sieve.

Use earth or native soil backfill consisting of soil containing no deleterious material, such as trash, wood fragments, organics, or other objectionable material. Furnish the material from the material removed **from**

either the excavation or offsite sources. The material may consist of soil classified by the Unified Soil Classification System as CH, CL, SC, SP, SM, SW, or GC. Use earth backfill that meets the compaction requirements of this Specification and does not cause any settlement.

- 2.15 Manholes.** Use materials for manholes in accordance with the material requirements of Item 465, “Junction Boxes, Manholes, and Inlets,” and as shown on the plans, except that brick is not allowed. Use fiberglass manholes if shown on the plans.

If specified, furnish prefabricated fiberglass manholes conforming to the shape, size, dimension, and details shown on the plans. Unless otherwise shown on the plans, use manhole sections in accordance with ASTM D3753. Acceptable fiberglass manhole manufacturers are Containment Solutions Inc.; L.F. Manufacturing, Inc.; or an approved equal.

Stencil the date of manufacture and name or trademark of the manufacturer in 1-in. high letters on the inside of the barrel.

Unless a larger size is specified, use a 48-in. diameter barrel for fiberglass manholes. Construct wall sections of the appropriate thickness for the depth of manhole as specified in ASTM D3753, but no less than 0.48 in. thick.

Provide a fabricated reducer, bonded at the factory to form a single continuous unit at the top of the manhole barrel to accept concrete grade rings and cast iron frame and cover. For the reducer, use an acceptable design with enough strength to safely support HS-20 loading.

For the manhole base, use a minimum 12-in. (under the invert) precast concrete base. For precast manhole bases, use an approved steel-reinforced design with enough strength to withstand the imposed loads. Include an acceptable joint in the base to receive a fiberglass pipe section forming the barrel of the manhole. Coat precast concrete base sections with Thane Coat TC300 or approved equal, as recommended by the manufacturer.

- 2.16 Rings and Covers.** Use materials for rings and covers in accordance with the material requirements of Item 471, “Frames, Grates, Rings, and Covers.” Use covers and rings conforming to the shapes and dimensions shown on the plans and marked with the wording and logos shown on the plans.

- 2.17 Reinforcing Steel.** Furnish and place reinforcing steel in accordance with the material requirements of Item 440, “Reinforcement for Concrete.”

- 2.18 Mortar.** Furnish mortar comprising one part cement, two parts finely graded clean sand, and enough water to make the mixture plastic. When required by the Engineer, add a latex adhesive to the mortar. Use latex adhesive in accordance with DMS-8110, “Coatings for Concrete.” Hydrated lime ASTM C207, Type S, or lime putty may be added to the mix up to a maximum 10% by weight of the total dry mix.

- 2.19 Adjusting Manholes.** Furnish materials for adjusting manholes in accordance with the material requirements of Item 479, “Adjusting Manholes and Inlets,” and as shown on the plans.

- 2.20 Nonmetallic Pipe Detection.** If installing nonmetallic pipe longitudinally under ground, a method of detecting the location of the nonmetallic pipe is required. The specific method used is shown on the plans or as approved. This system may involve installing some components in the trench around the pipe that are detectable by a metal detector. Alternately, the system may involve some locating equipment capable of creating a nondestructive pressure wave that can be detected above ground using a portable detection device with audible and visual indicators. Ensure either system of detection is capable of accurately locating to a maximum depth of 3 ft. over the areas shown on the plans.

Ensure the selected system can locate lines under earth, concrete, and asphalt surfaces. Use equipment, materials, and installation as specified by the manufacturer.

- 2.21 Air Release and Vacuum Relief Valves.** Provide combination air valves designed to fulfill the functions of air release, permitting escape of air accumulated in the line at high points of elevation while the line is under pressure and vacuum relief. Paint the valve exterior with an epoxy shop-applied primer.
- 2.21.1 Air Release Valves.** Provide air release valves in combination with inlet, outlet connections, and orifice as specified on the plans. For valve materials, use ASTM 48, Class 30, cast iron; float and leverage mechanism with body and cover, ASTM A240 or ASTM A276 stainless steel; and orifice and seat, stainless steel against Buna-N or Viton mechanically retained with hex head nut and bolt. For other valve internals, use stainless steel or bronze.
- 2.21.2 Air Release and Vacuum Valves.** Provide single-body standard combination or duplex-body custom combination valves as shown on the plans.
- 2.21.3 2-in. and 3-in. Single-Body Valves.** Provide inlet and outlet sizes as shown on the plans and an orifice sized for a 100-psi working pressure. For valve materials, for the body, cover, and baffle, use ASTM A48, Class 35, or ASTM A126, Grade B, cast iron. For the plug or poppet, use ASTM A276 stainless steel. For the float, use ASTM A240 stainless steel. For the seat, use Buna-N. For other valve internals, use stainless steel.
- 2.21.4 3-in. and Larger Duplex-Body Valves.** Provide air release valves as shown on the plans. For valve materials, for the body and cover, use ASTM A48, Class 35, cast iron. For the float, use ASTM A240 stainless steel. For the seat, use Type 304 stainless steel and Buna-N. For other valve internals, use stainless steel or bronze. Construct air release valves as specified in Section 2.21.1., “Air Release Valves.”
- 2.21.5 Vacuum Release Valves.** Provide air inlet vacuum relief valves with flanged inlets and outlet connections as shown on the plans. For valve materials, for the valve body, use ASTM B584 bronze, Copper Alloy 836. For the spring, use ASTM A313, Type 304, stainless steel. For the bushing, use ASTM B584 bronze, Copper Alloy 932. For the retaining screw, use ASTM A276, Type 304, stainless steel. Set the valves to open under a pressure differential of 0.25 psi (maximum).

PART 3 –CONSTRUCTION

3.1 Excavating and Backfilling. Excavate and backfill as required to complete the work as outlined in this Specification; in accordance with construction requirements of Item 400, “Excavation and Backfill for Structures”; and as shown on the plans.

Construct sewer lines in open-cut trenches with vertical sides, except in those locations where the pipe is to be jacked, bored, tunneled, or augered. Construct the trench in accordance with the dimensions shown on the excavation and backfill diagram.

Sheath and brace trenches to the extent necessary to maintain the sides of the trench in a vertical position throughout the construction period. Protect excavation greater than 5 ft. in depth as required in accordance with Item 402, “Trench Excavation Protection,” or Item 403, “Temporary Special Shoring.”

Always open and excavate the trench to the finished grade for a minimum distance of 50 ft. in advance of the previously placed joint of pipe. To allow for possible adjustment of alignment and grade, positively locate existing sewer lines that will connect to the sewer under construction, well in advance of making those connections.

Construct sanitary sewers in dry trenches. Perform additional work as necessary, such as dewatering or well pointing, placing additional sheathing, or placing a concrete seal in the bottom of the trench, to accomplish this objective. This work, if necessary, is considered part of the pertinent bid items.

If it is necessary to excavate trenches adjacent to improved property, take precautions necessary to prevent damaging or impairing that property. If it is necessary to disturb property features such as grass, shrubs, and driveways, restore such improvements to their original condition.

3.1.1. Existing Streets. Unless otherwise shown on the plans, open-cut existing streets.

If sanitary sewer construction requires cutting through existing streets outside the limits of new street construction, replace them in kind in conformance with the pertinent Specifications in the proposal and as directed.

Cut back the existing pavement at least 1 ft. on each side of the sanitary sewer trench before replacing concrete and asphalt paving. Additional trench width may be required for unstable conditions. If this repaired area is to remain after final construction, then the repair area must be full-lane width from expansion joint to expansion joint for concrete pavement or the length of the repair for asphalt pavement.

If, in the opinion of the Engineer, a single lane closure is insufficient to maintain traffic across a trench, construct temporary access as necessary to safely maintain the traffic flow.

If the proposed sanitary sewer parallels the edge of an existing permanent pavement (e.g., concrete pavement or concrete base with asphalt surface) and is 3 ft. or less from the edge of that pavement, protect the trench with timber sheathing and bracing. Leave the bracing in place at intervals of 5 ft. maximum, for the duration of the excavation.

Keep the street surface adjacent to the trench free of surplus spoil. Place construction materials at locations that will minimize interference with the traveling public.

A maximum two street intersections may be closed at any time, unless otherwise authorized by the Engineer in writing.

3.1.2. Cutting and Restoring Pavement. If installing sewers in streets or other paved areas, the work must include saw-cutting the pavement and asphalt stabilized base (if any), removing the foundation base to neat lines, and replacing these materials after sewer excavation and backfill are complete. The type and thickness of replacement materials are shown on the plans. Performing work on or making repairs to damaged base and pavement within the project limits will be measured and paid for under the applicable Specifications.

If excavating in streets or highways, maintain traffic and provide traffic control as shown on the plans.

When allowed by the construction sequence shown on the plans or when directed, use a “temporary concrete cap” of the depth and class of concrete shown on the plans, or as otherwise directed, instead of a permanent repair.

3.2. Bedding. Before laying the pipe, shape the bedding material to conform to the OD of the pipe as shown on the plans. Carefully prepare bell holes to fit the bell where using bell and spigot pipe.

3.3. Laying Pipe.

3.3.1 General. Lay sewers in a straight line, so that light can be seen from one manhole to the other, even for the smaller size sewers. Accurately lay the pipe to line and grade, with the spigot end downstream entering the bell of the next joint of pipe. Fit pipes and fittings together and match them so they form a sewer with a smooth, watertight, and uniform invert. Take measures to provide uniform bearing for the entire length of the pipe.

Install sewer lines meeting the minimum separation distance from any potable water line, as required by TCEQ design criteria for sewage systems, TAC § 317.13, Appendix E.

Lay pipe to the lines and grades shown on the plans. To ensure proper placement, use adequate surveying methods and equipment, and employ personnel competent in the use of this equipment. Unless otherwise approved, the maximum allowable deviation of the pipe from the horizontal and vertical alignment indicated on the plans is 0.10 ft. Measure and record the as-built horizontal alignment and vertical grade at most every 50 ft. on the onsite recorded plans.

Submit a mylar set of plans with this as-built information to the Engineer for final acceptance.

During pipe-laying operations, always keep pipe trenches free of water that might impair pipe-laying operations. Ensure holes for bells are of ample size to prevent bells from contacting the subgrade. Carefully grade the pipe trenches to provide uniform support along the bottom of the pipe.

Do not lay more than 50 ft. of pipe in the trench ahead of backfilling operations. If the pipe-laying operations are interrupted for more than 48 hr., cover the pipe laid in the trench simultaneously on each side of the pipe to avoid lateral displacement of the pipe and damage to the joints. If adjustment of the position of a length of pipe is required after it has been laid, remove and re-lay it in accordance with these Specifications at no expense to the Department. After completing pipe-laying and joining operations, clean the inside of the pipe and remove any debris.

Use caution to prevent damage to the coating or polyethylene film wrap when placing backfill. Place backfill in accordance with this Specification.

Do not place more than 1,000 ft. of pipe on publicly used streets ahead of the trench-excavating machine. Obtain permission, in writing, from the owner or the owner's agent before placing materials or equipment on private property.

Regardless of the type of pipe being used, place sand bedding in the bottom of the trench and compact it to a depth of 6 in. Carefully grade the bedding and excavate bell holes.

Lay pipe with bell ends facing in the direction of laying, unless otherwise directed.

Adjust the pipe and fittings to be at their proper locations and prepare each joint as specified on the plans and by the Engineer. While laying each joint of pipe in the trench, center the spigot end in the bell of the previously laid pipe. Force the pipe home and bring it to correct line and grade. Ensure each length of pipe rests on the bottom of the trench throughout its entire length.

If laying of pipe is discontinued for the day or for an indefinite period, tightly place a cap or plug in the end of the last pipe laid to prevent intrusion of water. When water is excluded from the interior of PVC pipe, place enough backfill on the pipe to prevent floating. Schedule the work to prevent the possibility of flotation. Remove pipe that has floated from the trench and re-lay it as directed.

When PVC pipe is assembled on top of the trench, allow it to cool to ground temperature before backfilling to prevent pull out due to thermal contraction.

3.3.2. PVC Pipe and Fittings. Splicing is not allowed unless the required length of a straight section of pipe exceeds 30 ft. The Engineer may waive this requirement to meet special conditions.

Use devices required for attaching the pipe to portions of structures or to other types of pipe that are shown on the plans or as approved. Install a water stop gasket and clamp at each PVC connection to a manhole.

After installing, clean and paint pipe and fittings that are exposed to view in the completed structure, as shown on the plans.

3.3.3. DIP and Fittings. Provide and operate proper and suitable tools and appliances for safely and conveniently handling the pipe and fittings. Use caution to prevent damaging the pipe coating. Examine pipe for

defects and do not lay pipe that is known to be defective. If any defective pipe is discovered after being laid, remove and replace it with sound pipe at no expense to the Department. If the pipe requires cutting, perform it in conformance with the manufacturer's recommendations for pipe 12 in. in diameter and smaller. Use approved cutting methods for larger pipes. Ensure each cut is smooth and at right angles to the axis of the pipe.

3.3.4. Thrust Restraint. Unless otherwise shown on the plans, provide Portland cement concrete thrust blocking for force mains up to 12 in. in diameter, to prevent movement of buried lines under pressure at bends, tees, caps, valves, and hydrants. Place concrete in accordance with details on the plans. Place thrust blocks between undisturbed ground and fittings. Anchor the fittings to the thrust blocks so that the pipe and fitting joints are accessible for repairs. Extend the concrete from 6 in. below the pipe or fitting to 12 in. above.

For force mains larger than 12 in. in diameter, and where indicated on the plans, provide restrained joints conforming to the requirements of the force main pipe material Specifications. Install restrained joints for the length of pipe on both sides of each bend or fitting for the full length shown on the plans.

Horizontal and vertical bends with deflection angle between 0° and 10° do not require thrust blocks or harnessed or restrained joints.

For horizontal and vertical bends with deflection angle between 10° and 90° , provide thrust restraint as shown on the plans.

Provide thrust restraint at tees, plugs, blowoff drains, valves, and caps, as indicated.

Reinforced concrete encasement of force main pipe and fittings may be used instead of manufactured joint restraint systems. Provide alternate joint restraint systems using reinforced concrete encasement that conform to following design requirements.

- Ensure design calculations are performed and sealed by a licensed professional engineer in the State of Texas.
- Base design calculations on soil parameters qualified in a geotechnical report for the site where alternate thrust system will be installed. When data are not available for the site, use parameters recommended by a geotechnical engineer.
- The design system pressure is the specified test pressure.
- Use the following safety factors in sizing the restraint system.
 - Apply a factor of safety equal to 1.5 for passive soil resistance.
 - Apply a factor of safety equal to 2.0 for soil friction.
- Contain the encasement entirely within the standard trench width and terminate it on both ends at the pipe bell or coupling.
- Design the concrete encasement reinforcement steel for all loads, including internal pressure and longitudinal forces. Design the concrete in accordance with ACI 318.

Install piping and fittings true to alignment with rigid support. Provide anchorage where required. Repair any damage to linings before the pipe is installed. Clean out each length of pipe before installation. Adhere to the pipe manufacturer's recommendations.

Ensure the deflection at joints does not exceed that recommended by the pipe manufacturer. Provide fittings, in addition to those shown on the plans, if required, in areas where conflict exists with existing facilities.

Fabricate flanged joints using gaskets, bolts, bolt studs with a nut on each end, or studs with nuts where the flange is tapped. Use the number and size of bolts that conform to the same ANSI standard as the flanges.

Tighten bolts in flanged joints or mechanical joints alternately and evenly.

3.3.5. Fiberglass Pipe. Do not use stiffening ribs or rings. Provide a water stop flange (wall pipe) for connection to existing cast-in-place manholes.

If the pipe is cut in the field or the interior lining is disturbed, recoat the interior with a similar quantity of the liner resin in accordance with this Specification.

Do not exceed forces recommended by the manufacturer for coupling pipes. If excessive force is required, remove the coupling, determine the source of the problem, and correct it.

When jointing the pipe, do not exceed the deflection angle, measured by mandrel, permitted by the manufacturer, unless otherwise directed.

Either affix gaskets to the pipe using a suitable adhesive or install them in such a manner to prevent the gasket from rolling out of the pipe's precut groove.

3.4. Manholes. Construct manholes in accordance with Item 465 and with the details shown on the plans.

3.5. Adjusting Manholes. Adjust manholes in accordance with the construction requirements of Item 479 and as shown on the plans.

Elevations of manholes may be raised by using precast concrete rings. Elevations of manholes may be lowered by removing existing cast-in-place walls, adjusting rings, or the top section of the barrel below the new elevation and then rebuilding or raising the elevation to the proper height.

Salvage and reuse cast iron frames and covers. Protect or block-off manhole or inlet bottoms by using wood forms shaped to fit so that no debris or soil falls to the bottom during adjustment.

Install a cast-in-place slab at the top of the manhole barrel to receive the cast iron frame and cover. Form concrete slabs at least 6 in. thick. Set the cast iron frame for the manhole cover in a full mortar bed and adjust it to the established elevation. If placing in streets, adjust covers to be flush with the top of the pavement.

For fiberglass manhole adjustments, install concrete-grade rings for height adjustment, as required. Construct the chimney on the flat shoulder. Do not load the manhole except on the load-bearing shoulder of the manhole. The maximum adjustment height is 18 in.

Use a cut length of approved fiberglass-reinforced pipe to create a finished liner inside the adjustment rings. Cut the pipe to fit between the casting and the top of the fiberglass manhole reducer. Completely seal the liner pipe to the casting and to the manhole reducer section with sealant as recommended by the manufacturer.

Set the cast iron frame on top of the cone or adjustment rings using approved sealant materials and adjust the elevation of the casting cover to match the pavement surface. For manholes in unpaved areas, set the top of the frame at least 6 in. above the existing ground line unless otherwise shown on the plans.

3.6. Service Connections. If existing service connections are tied into existing sewers that will be abandoned, reconnect such connections to the proposed sewers as shown on the plans or as directed.

If sewers are more than 6 ft. in depth from the finished grade to the top of the pipe, construct service connections by placing stacks on the sewer line.

Construct sewer stacks in a manner approved and in accordance with the details shown on the plans. If stacks are to be adjusted, make the adjustments as directed by the Engineer.

If sewers are 6 ft. or less in depth from the finished grade to the top of the pipe, construct service connections by placing wyes or tees in the sewer line at each location and using 1/4 or 1/8 bends where necessary to tie into the existing house sewer lead.

For stub-outs, use PVC sewer pipe, 6-in.–10-in. in diameter, in accordance with ASTM D1784 and ASTM 3034 with a cell classification of 12454-B. Use a standard dimension ratio (SDR) (ratio of diameter to wall thickness) of 26 for pipe 12 in. in diameter or less and an SDR of 35 for larger pipe.

Use gasket-jointed PVC pipe with the gasket in accordance with ASTM D3212.

Select the service connection pipe diameter to match the existing service diameter, but use a minimum diameter of 6 in.

Furnish a one-piece prefabricated saddle, made either of polyethylene or PVC, with a neoprene gasket for connection to high-density polyethylene. Use full-body fittings for new PVC installation.

For connection between a stub-out and existing service, use a minimum 6-in. diameter flexible PVC coupling, Fernco Adapter, or approved equal as needed.

Use 1/2-in. stainless steel bands to secure saddles to the liner pipe and the couplings to the service line.

Reconnect service connections, including those to unoccupied or abandoned buildings or to vacant lots, unless otherwise directed.

Include reconnected services on the as-built plans. Record the exact distance from each service connection to the nearest downstream manhole.

Test the service connection before backfilling. Use backfill in accordance with this Specification and details as shown on the plans.

3.7. Jacking, Boring, or Tunneling Pipe.

3.7.1. General. Perform jacking, boring, or tunneling for sanitary sewers at the locations shown on the plans and at other locations specifically designated.

Unless otherwise shown on the plans, provide casing pipe in accordance with Section 2.8., “Steel Casing Pipe.”

3.7.2. Jacking. Perform jacking in accordance with Section 476.3.1., “Jacking.”

3.7.3. Boring. Perform boring in accordance with Section 476.3.2., “Boring or Tunneling.”

If sewer lines cross underneath driveways (16 ft. wide or less) and sidewalks, install pipe in tight-fitting augered holes.

If the centerline of the proposed sanitary sewer is 10 ft. or less from the centerline of an 8-in. diameter or larger growing tree, place the pipe in a tight-fitting augered hole. Extend the bored hole at least 4 ft. beyond each side of the tree.

3.7.4. Tunneling. Perform tunneling in accordance with Section 476.3.3., “Tunneling.”

3.8. Handling of Pipe and Accessories.

3.8.1. General. Unload pipe, fittings, and accessories at the point of delivery and haul them to the project site. Distribute the material opposite or near to the place where it will be laid in the trench. Do not drop the materials. Do not skid or roll pipe handled on skid ways against pipe already on the ground.

Load, transport, unload, and otherwise handle pipe and fittings in a manner and by methods that will prevent damage to them. Handle and transport pipe using equipment designed, constructed, and arranged to prevent damage to the pipe, lining, and coating. Bare chains, hooks, metal bars, or narrow skids or cradles are not permitted to contact the coatings. Ensure spiders are installed by the manufacturer at joint ends of fittings.

Hoist pipe from the trench side into the trench by using a sling of smooth steel cable, canvas, leather, nylon, or similar material.

During pipe construction operations, always use caution to prevent damage to the pipe, protective linings, and coatings.

If stacking pipe, package it on timbers. Place protective pads under the banding straps at the time of packaging.

If fork trucks are used to relocate pipe, pad the forks using carpet or some other suitable type of material. When relocating pipe using a crane or backhoe, use nylon straps, not chains or cables, around the pipe for lifting.

Do not lift pipe using hooks at each end of the pipe.

Repair or replace any damage to the pipe or the protective lining and coating, from any cause, during the installation of the pipeline and before final acceptance by the purchaser, at the expense of the Contractor, and in conformance with the applicable standards and as directed.

3.8.2. Cleaning of Pipe and Accessories. Remove lumps, blisters, and excess coating from the bell and spigot ends of DIP and fittings. Wire-brush the outside of the spigot and the inside of the bell and wipe clean, dry, and free of oil and grease before laying the pipe.

Remove foreign matter or dirt from the interior of sanitary sewer pipe and accessories and from the mating surfaces of the joints before lowering the material into the trench. During and after laying by approved means, keep the pipe and accessories clean.

Use chemicals such as cleaning solutions, detergents, and solvents with caution when cleaning PVC pipe.

3.9. Abandoning Sanitary Sewers. Where plans call for abandoning sanitary sewers, adhere to the following general procedure: After the replacement main is constructed, tested, and released, and after services are transferred to the replacement line, locate the line to be abandoned and trace it back to the feeder line, and at this point, cut, plug, and abandon it. Grout the pipe if required by the plans.

3.10. Removing Sanitary Sewers, Casing, Force Main, and Manholes. Remove sanitary sewers, casing, force mains, and manholes in accordance with Item 100, "Preparing Right of Way," or as shown on the plans. This work includes removing and disposing of the pipe and appurtenances as shown on the plans or as directed. Excavation and backfill, as required, are considered part of this Item.

3.11. Joining Pipe and Accessories.

3.11.1. General. After thoroughly cleaning the inside of the bell and the outside of the spigot, install members in conformance with the manufacturer's recommendation.

Mark pipe and accessories that are not furnished with a depth mark before assembling to assure that the spigot end is inserted to the full depth of the joint.

3.11.2. PVC Pipe and Accessories. Join plastic pipe in conformance with the instructions furnished by the manufacturer. Do not handle or install pipe joined using solvent-cementing techniques in the trench until after the joints are cured enough to prevent joint weakening.

Use lubrication for rubber-jacketed joints that is water-soluble, nontoxic, and nonsupporting of bacteria growth, and has no deteriorating effect on PVC or the rubber gaskets.

3.11.3. DIP. Except as noted on the plans, wrap DIP (including fittings and other appurtenances) with a polyethylene film wrap material.

3.11.4. Fiberglass Pipe. Unless otherwise shown on the plans, field-connect pipe with fiberglass sleeve couplings that use elastomeric sealing gaskets as the sole means to maintain joint water tightness. Ensure the joints meet the performance requirements of ASTM D4161.

3.11.5. Diversion Pumping. Provide continuous sanitary sewer service to users of the sewer system during construction and maintenance operations, by diverting the flow around such areas. Maintain sewer flow to prevent backup or overflow onto streets, yards, and unpaved areas, or into buildings, adjacent ditches, storm sewers, and waterways. Do not divert sewage outside the sanitary sewer system. During pump operation, provide an experienced operator onsite to monitor operation, adjust pumps, perform minor repairs to the system, and report problems.

3.12. Installing the Nonmetallic Pipe Detection System. Install the nonmetallic pipe detection system concurrently with placing the proposed pipe. Install this system as specified by the manufacturer and as approved. Install a complete, operational system that is satisfactory to the owner of the utility.

3.13. Air Release and Vacuum Valves. Inspect valves in open and closed positions to verify they are in satisfactory working condition. Install valves in conformance with the manufacturer's recommendation. Set manholes and vaults plumb as shown on the details, and center manholes on valves. Provide aboveground vents for manholes and vaults as shown on the plans.

PART 4 – TESTING SANITARY SEWERS FOR LEAKAGE

4.1. Basic Requirements. Ensure sewers, when tested in accordance with this Specification, do not show leakage of more than 50 gal. per 24 hr. per inch of inside diameter (ID), per mile of sewer.

4.2. General. Conduct testing under the supervision of the Engineer. It is the Engineer's option to conduct tests by either the infiltration method or the exfiltration method. On sewers larger than 24 in. in diameter, the tests may consist of visual inspection inside the sewer to locate leaks. The visual inspection method must be used for monolithic sewers. Where the section of sewer to be tested is entirely below the groundwater table that will provide the required test head, the test will ordinarily be made by the infiltration method.

Test the first section of each size or type of sewer laid on the job that is 300 ft. or greater in length, installed by each crew, to determine the adequacy of the materials and methods used and the proficiency of the crew. Backfill this section to at least 18 in. above the top of the pipe and test it without undue delay. If this initial section fails to meet the requirements of the test, make changes in methods, materials, and crew as necessary to correct the deficiency. It is the Engineer's option to require the Contractor to test any or all of the remaining sections of the sewer.

Completely backfill sewers, other than the first section described above, except at the stacks, before testing. It is the Contractor's option to make preliminary tests with at least 18 in. of backfill over the pipe to determine whether any need for repairs in the sewer is indicated. Such preliminary tests are entirely for the Contractor's information and will not be accepted instead of final tests.

Unless notified that the test will be made by the infiltration method, leave the tops of the stacks exposed and unplugged until after performing the leak test. Temporarily extend upward stacks that may terminate below the test level by installing an additional length of pipe in the top.

Notify the Engineer at least 24 hr. in advance of performing the tests.

If the bottom of the trench is below the groundwater level, provide suitable means at each manhole for readily determining the groundwater level until testing is completed or waived by the Engineer. This may, as an example, consist of a pipe no less than 3 in. in diameter, plugged at the bottom and perforated for at least the lower 3 ft., with the perforations wrapped with at least two thicknesses of burlap, set in the trench before backfilling. Remove such pipes or cut them off at least 2 ft. below ground after testing is completed or waived by the Engineer. Before removing, protect the pipes against damage and exclude earth or other material from them.

It is the Engineer's option to vary the procedures described in Section 4.3.1., "Infiltration Test," and Section 4.3.2., "Exfiltration Test," provided the methods used give an accurate measurement of the leakage occurring at the water levels specified.

4.3. Testing Procedures (Gravity System).

4.3.1. Infiltration Test. This test may be used where the groundwater level rises to a plane that provides a test head no less than that specified for exfiltration tests. Stop all pumps and allow the groundwater to return to its normal level (at least the elevation as indicated above) and to remain so for at least 24 hr. (the pipe will be filled with water to the overflow depth), and ensure leakage flows at a uniform rate through the opening in the plug in the downstream end of the section of sewer being tested before starting the test. Determine leakage by measuring the flow through the opening in the downstream plug during a given time. Perform five measurements over a 2-hr. period. Use the average of the measurements, discarding any one of the five measurements, except the last, that varies by more than 50% from the average of the other four. If the results of the test are otherwise satisfactory, but the last of the five measurements shows leakage more than that permitted, continue the tests to determine whether additional leaks have developed during testing.

4.3.2. Exfiltration Test. It is the Contractor's option to keep the pipe full of water for 24 hr. before the test to permit absorption by the pipe. If the Contractor wishes to fill the pipe, notify the Engineer by the time backfill is completed. The Engineer will then give notice at least 48 hr. before the test is made to allow time for filling and soaking the pipe.

Supply plugs for this purpose. At least 2 hr. before the test starts, bleed-off the water to below the level of the top of the pipe at its lower end and allow it to remain so until the water level remains static at this level or continues to fall. Perform the test in the following manner.

Insert a watertight plug equipped with a pipe riser and brace it in the inlet opening of the downstream manhole. Insert and brace a similar plug, equipped with a suitable vent pipe that will permit the air to escape in the pipe at its upper end, in the outlet opening of the upstream manhole.

Fill the sewer and risers with water up to a level that is 2-1/2 ft. above the highest point in the sewer pipe, service connection, or groundwater table, whichever is highest, plus the vertical distance from the invert of the sewer at its lower end up to the level of the groundwater, where such groundwater exists above the invert of the sewer.

Fill the sewer with water continuously as rapidly as the supply will permit. Complete this filling in at least 2 hr. for sewers 12 in. in diameter or smaller, 3 hr. for sewers 15 in.–24 in. in diameter, and 4 hr. for larger sewers. Over a 1-hr. period, measure the leakage during the test period by adding measured quantities of water to maintain the water level in the test structure. The quantity of water added to maintain the initial water level is the amount of leakage.

Criteria and allowable leakage for exfiltration and infiltration tests are shown in Table 4.

Table 4
Criteria for Exfiltration and Infiltration Water Tests

Diameter of Riser or Stack ¹ (in.)	Volume per Inch of Depth		Allowable Leakage ²	
	(cu. in.)	(gal.)	Pipe Diameter (in.)	Gal. per Minute per 100 ft.
1	0.7854	0.0034	6	0.0039
2	3.1416	0.0136	8	0.0053
2.5	4.9087	0.0212	10	0.0066
3	7.0686	0.0306	12	0.0079
4	12.5664	0.0306	15	0.0099
5	19.6350	0.0544	18	0.0118
6	28.2743	0.1224	21	0.0138
8	50.2655	0.2176	24	0.0158
			27	0.0177
			30	0.0197
			36	0.0237
			42	0.0276

1. For other diameters, multiply the square of diameter by the value for 1-in. diameter.

2. Equivalent to 50 gal. per inch of ID per mile in 24 hr.

4.3.3. Low-Pressure Air Test. For sanitary sewers of less than 36-in. average IDs, conduct testing in sections less than 300 ft. long. For shorter runs, conduct the low-pressure air test from manhole to manhole. Test 36-in. and larger sewer mains every two runs of pipe, with one pipe joint connection in between.

Perform the low-pressure air test in accordance with ASTM C828 and ASTM C924, using holding times no less than those listed in Tables 5 and 6.

Note 1: Tables are based on the following equation.

$$T = 0.0850(D)(K)/(Q)$$

- T = Time for pressure to drop 1.0 lb. per square inch gauge (psig), in seconds
- K = 0.000419(D)(L), but no less than 1.0
- D = Average ID, in inches
- L = Length of line of the same pipe size being tested, in feet
- Q = Rate of loss = 0.0015 cu. ft. per minute per square foot of internal surface area

Note 2: Add 1.0 psig for each 2.3 ft. of water above the highest point in the sewer.

Note 3: When two sizes of pipe are involved, compute the time by using the ratio of the lengths involved (e.g., using 400 ft. of 10-in. pipe and 200 ft. of 6-in. pipe).

$$\begin{aligned} \text{Time} &= \frac{\text{Length}_1 \times \text{Time}_1 + \text{Length}_2 \times \text{Time}_2}{\text{Length}_1 + \text{Length}_2} \\ &= \frac{400 \times 15:50 + 200 \times 5:40}{400 + 200} &&= \frac{400 \times 950 + 200 \times 340}{400 + 200} \\ &= 747 \text{ sec.} &&= 12:27 \text{ min.:sec.} \end{aligned}$$

Table 5a
Acceptance Testing for Sanitary Sewers
Time Allowed for Pressure Loss from 3.5 psig–2.5 psig

Pipe Diameter (in.)	Min Time (min.:sec.)	Length for Min Time (ft.)	Time for Longer Length (sec.)	Specification Time for Length (L) (min.:sec.)				
				100 ft.	150 ft.	200 ft.	250 ft.	300 ft.
6	5:40	398	0.8548	5:40	5:40	5:40	5:40	5:40
8	7:33	298	1.5196	7:33	7:33	7:33	7:33	7:36
10	9:27	239	2.3743	9:27	9:27	9:27	9:54	11:52
12	11:20	199	3.4190	11:20	11:20	11:20	14:15	17:06
15	14:10	159	5.3423	14:10	14:10	17:48	22:16	26:43
18	17:00	133	7.6928	17:00	19:14	25:39	32:03	38:28
21	19:50	114	10.4708	19:50	26:11	34:54	43:38	52:21
24	22:40	99	13.6762	22:48	34:11	45:35	56:59	68:23
27	25:30	88	17.3089	28:51	43:16	57:42	72:07	68:33
30	28:20	80	21.3690	35:37	53:25	71:14	89:02	106:51
33	31:10	72	25.8565	43:06	64:38	86:11	107:44	129:17

Table 5b
Acceptance Testing for Sanitary Sewers
Time Allowed for Pressure Loss from 3.5 psig–2.5 psig

Pipe Diameter (in.)	Min Time (min.:sec.)	Length for Min Time (ft.)	Time for Longer Length (sec.)	Specification Time for Length (L) (min.:sec.)			
				350 ft.	400 ft.	450 ft.	500 ft.
6	5:40	398	0.8548	5:40	5:42	6:25	7:07
8	7:33	298	1.5196	8:52	10:08	11:24	12:40
10	9:27	239	2.3743	13:51	15:50	17:48	19:47
12	11:20	199	3.4190	19:57	22:48	25:39	28:30
15	14:10	159	5.3423	31:10	35:37	40:04	44:31
18	17:00	133	7.6928	44:52	51:17	57:42	64:06
21	19:50	114	10.4708	61:05	69:48	78:32	87:15
24	22:40	99	13.6762	79:47	91:10	102:34	113:58
27	25:30	88	17.3089	100:58	115:24	129:49	144:14
30	28:20	80	21.3690	124:39	142:28	160:16	178:05
33	31:10	72	25.8565	150:50	172:23	193:55	215:28

Table 5c
Acceptance Testing for Sanitary Sewers
Time Allowed for Pressure Loss from 3.5 psig–psig

Pipe Diameter (in.)	Min Time (min.:sec.)	Length for Min Time (ft.)	Time for Longer Length (sec.)	Specification Time for Length (L) (min.:sec.)	
				550 ft.	600 ft.
6	5:40	398	0.8548	7:50	8:33
8	7:33	298	1.5196	13:56	15:12
10	9:27	239	2.3743	21:46	23:45
12	11:20	199	3.4190	31:20	34:11
15	14:10	159	5.3423	48:58	53:25
18	17:00	133	7.6928	70:31	76:56
21	19:50	114	10.4708	95:59	104:42
24	22:40	99	13.6762	125:22	136:46
27	25:30	88	17.3089	158:40	173:05
30	28:20	80	21.3690	195:53	213:41
33	31:10	72	25.8565	237:01	258:34

4.3.4. Leakage Testing for Manholes. After completing manhole construction, wall sealing, or rehabilitation, but before backfilling, test manholes for water tightness using vacuum or hydrostatic testing procedures as described in Section 4.3.4.1., “Vacuum Testing,” and Section 4.3.4.2., “Hydrostatic Exfiltration Testing.”

Plug influent and effluent lines, including service lines, with suitably sized pneumatic or mechanical plugs. Use plugs that are properly rated for the pressures required for the test. Adhere to the manufacturer’s safety and

installation recommendations. Place plugs at least 6 in. outside manhole walls. Brace the inverts to prevent lines from dislodging if lines entering the manhole have not been backfilled.

4.3.4.1. Vacuum Testing. Install the vacuum tester head assembly at the top access point of the manhole and adjust it for a proper seal on the straight top section of the manhole structure. Following the manufacturer’s instructions and safety precautions, inflate the sealing element to the recommended maximum inflation pressure. Do not over-inflate the sealing element.

Evacuate the manhole with a vacuum pump to 10 in. of mercury (Hg). Then disconnect the pump and monitor the vacuum for the time specified in Table 6.

**Table 6
Vacuum Test Timetable**

Depth (ft.)	Time in Seconds, by Pipe Diameter		
	48 in.	60 in.	72 in.
4	10	13	16
8	20	26	32
12	30	39	48
16	40	52	64
20	50	65	80
24	60	78	96
See note ¹	5.0	6.5	8.0

1. Add T times for each additional 2-ft. depth. (The values listed above were extrapolated from ASTM C924-85.)

If the drop in vacuum exceeds 1 in. of Hg over the specified time in Table 6, locate the leaks, complete repairs necessary to seal the manhole, and repeat the test procedure until satisfactory results are obtained.

4.3.4.2. Hydrostatic Exfiltration Testing. Seal the wastewater lines entering the manhole with an internal pipe plug. Then fill the manhole with water, and maintain it full for at least 1 hr. The maximum leakage allowed for hydrostatic testing is 0.025 gal. per foot diameter per foot of manhole depth per hour.

If the water loss exceeds the amount in Table 6, locate the leaks, complete repairs necessary to seal the manhole, and repeat the test procedure until satisfactory results are obtained.

4.4. Testing Procedures (Pressure or Force Main System). After each section of force main is completed and can be isolated so high pressure cannot force test water into the operating system, hydrostatically test it. Perform such testing in accordance with AWWA C 600-77, Section 4, as modified below.

- Flush the test section with open bleeds with the flow controlled at the feed from the operating system so that the flushing pressure is always well below that of the operating system.
- Momentarily pressurize the pipe to 160 psi as a “burst” test. Conduct the leak test at 140-psi pressure.
- Pipe installations exceeding the leakage determined by the following formula will not be accepted:

$$L = \frac{(S)(D)(P)^{0.5}}{133,200}$$

in which (L) is the allowable leakage in gallons per hour; (S) is the length of pipe in feet; (D) is the nominal ID of the pipe in inches; and (P) is the average test pressure during the leakage test, in pounds per square inch gauge.

- After removing temporary inserts installed for hydrostatic testing, and before backfilling, leave the replacement piping exposed for visual inspection for leakage under normal pressure (after disinfection).

4.5. Deflection Test of Thermoplastic Pipe (e.g., PVC). Thirty days after backfilling, test flexible pipe (e.g., PVC) lines for deflection by pulling a mandrel or an approved deflectometer through the line. Perform mandrel

testing in accordance with ASTM D3034 or ASTM F794. Remove and reinstall sections indicating 5% deflection or more, then retest for leakage and deflection. Mandrel testing is not required for stubs.

4.6. Defective Sewers. Remove sections of the sewer that show leakage exceeding that permitted by these Specifications and re-lay them or otherwise repair using approved methods and materials. Perform permanent-type repairs. Repair individual leaks that may appear whether the overall section meets the leakage requirements. Individual leaks ordinarily are revealed by looking through the sewer using a light when the groundwater level is over the sewer, or immediately after water from exfiltration tests is emptied from the sewer. Settlement in the backfill during exfiltration tests indicates leakage in the sewer.

4.7. Retests. After completing repairs, retest for leakage those sewers that failed to meet the requirements of the leak test.

4.8. Responsibility of the Department. The Engineer will observe the sanitary sewer construction and other contributing work, and will monitor the testing of this system for compliance with the plans and Specifications.

4.9. Responsibilities of the Contractor. Conduct tests and supply labor, materials, and equipment required to perform the tests described in this Specification.

PART 5 – MEASUREMENT

This Item will be measured as follows.

5.1. Sanitary Sewers. Sanitary sewers will be measured by the foot, of the various sizes, types, and wall thickness (if applicable), of sanitary sewer specified, tested, and accepted by the Engineer. Sanitary sewer will be measured longitudinally along the centerline of the sewer between the inside faces of the manholes.

If the installation involves a connection to an existing sewer line, the measurement will be made from the end of the existing sewer line to the inside face of the manhole on the work being measured.

Sanitary sewer pipe will be measured as described above and classified as sanitary sewers for the purposes of payment.

Wyes, tees, and bends are considered part of this Item. Include them in the measurement for payment of pipe sewer main in which they are installed. Plugs are considered part of the pertinent bid items.

5.2. Steel Casing. Steel casing will be measured by the foot of the various sizes installed by the open-cut method accepted by the Engineer. Steel casing will be measured longitudinally along the centerline of the casing pipe. The conditions and Specifications regarding the measurement of sanitary sewers stated in Section 5.1., “Sanitary Sewers,” also apply to casing pipe.

5.3. Manholes. Manholes will be measured by each manhole, of the various types specified.

5.4. Adjusting Manholes. Adjusting manholes will be measured by each manhole adjusted.

5.5. Jacking, Boring, or Tunneling. Jacking, boring, or tunneling for sanitary sewers and steel casing will be measured by the foot of the various sizes, types, and wall thickness (if applicable) specified of sanitary sewer or steel casing jacked, bored, or tunneled.

5.6. Service Connections. Service connections will be measured by each complete disconnection (abandoned connection) or reconnection of the material, type, diameter, and depth range (0 ft.–10 ft., 10 ft.–15 ft., or greater than 15 ft.) specified for each sanitary sewer service. The depth will be measured from the natural ground level to the flow line of the sanitary sewer main at the point of reconnection, for the Contractor’s information only. One or more connections discharging into a common point will be considered one service connection.

5.7. Abandoning Sanitary Sewers. Abandoning sanitary sewers will be measured by each sewer abandoned of the sizes specified.

5.8. Cutting and Restoring Pavement. Cutting and restoring pavement will be measured by the square yard, of the depths specified.

5.9. Air Release and Vacuum Relief Valves. Air release and vacuum relief valves will be measured by each valve assembly installed of the various sizes and types specified.

PART 6 – PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under “Measurement” will be paid for at the unit price bid for the items described in the following Sections. These prices are full compensation for furnishing materials and their preparation; for excavation and backfill; for preparation, shaping, and fine-grading the bottom of the trench; for cutting and restoring existing pavement; for hauling, placing, and joining of pipes, valves, and fittings; for constructing bollards, vent piping, stacks, and manholes; and for necessary appurtenances and other items of materials, labor, equipment, tools, and incidentals.

6.1. Sanitary Sewers. Payment for sanitary sewers will be made at the unit price bid for “Sanitary Sewers” of the various sizes, types, and wall thickness (if applicable) specified, complete in place. Plastic liner is required for concrete pipe interior surfaces and will be subsidiary to this bid item. An internal liner resin is required for centrifugally cast fiberglass pipe and will be subsidiary to this bid item.

Unless otherwise specified on the plans or in this Specification, excavation, disposing of unsuitable excavated material, backfilling, and the material used for backfill for the complete installation of the sanitary sewer system will be subsidiary to and included in the unit price bid for the pipe and any structure for which payment is required.

Fittings, including necessary concrete blocking, pipe clamps, nipples, pipe coatings, and lubricants, will be subsidiary to the sanitary sewer mains in which they are installed. If additional fittings are required due to plan changes or alterations in line or grade, they will be subsidiary to the sanitary sewer lines in which they are installed.

6.2. Steel Casing. Payment for steel casing will be made at the unit price bid for “Casing (Steel) (Sanitary Sewer)” of the various sizes specified, installed by the open-cut method, complete in place.

6.3. Manholes. Payment for manholes will be made at the unit price bid for “Manholes (Sanitary Sewer)” of the various types specified, complete in place. Rings, covers, and steps will be subsidiary to this bid item.

6.4. Adjusting Manholes. Payment for each manhole adjusted will be made at the unit price bid for “Adjusting Manholes (Sanitary Sewer).” The excavation and backfill required will be subsidiary to this bid item.

6.5. Jacking, Boring, or Tunneling. Payment for jacking, boring, or tunneling of sanitary sewer will be made at the unit price bid for “Jacking, Boring, or Tunneling (Sanitary Sewer)” of the various sizes, types, and wall thicknesses (if applicable) specified. This price includes furnishing the pipe.

Payment for jacking, boring, or tunneling steel casing will be made at the unit price bid for “Jacking, Boring, or Tunneling Casing (Steel) (Sanitary Sewer)” of the various sizes and wall thickness specified (applicable only if exceeding minimum thickness shown in Section 2.8., “Steel Casing Pipe”). This price includes the steel casing.

Sanitary sewer placed in casing will be paid for at the unit price bid for “Sanitary Sewers” as described in Section 6.1., “Sanitary Sewers.”

Excavating; backfilling; backfill material; and disposing of the unsuitable excavated material caused by jacking, boring, or tunneling pipe or casing will be subsidiary to and included in the unit price bid for the pipe or casing jacked, bored, or tunneled.

6.6. Service Connections. Payment for service connections will be made at the unit price bid for “Service Connections (Sanitary Sewer).” This payment includes any sewer stacks required. Excavation and backfill associated with disconnection or reconnection will be subsidiary to this bid item.

No separate payment will be made for an abandoned service connection if the service to be abandoned is within 4 ft. of an active connection. Payment for one abandoned service connection will be allowed when a second abandoned connection is within 4 ft. of the first.

6.7. Abandoning Sanitary Sewers. Payment for abandoning sanitary sewer will be made at the unit price bid for “Abandoning Sanitary Sewer” of the sizes specified. Excavation and backfill required to abandon the sanitary sewer will be subsidiary to this bid item. Where grout is required, as shown on the plans, it will be subsidiary to this bid item.

6.8. Cutting and Restoring Pavement. Payment for cutting and restoring pavement will be made at the unit price bid for “Cutting and Restoring Pavement” of the depths specified. Excavation below the pavement and base will be subsidiary to this bid item.

6.9. Air Release and Vacuum Relief Valves. Payment for air release and vacuum relief valves will be made at the unit price bid for “Air Release Valve,” “Air Release and Vacuum Relief Valve,” or “Vacuum Relief Valve” of the various sizes specified. This price is full compensation for valves, fittings, vent piping, bollards, necessary appurtenances, and incidentals.

Trench excavation protection or temporary special shoring required for trenches that are greater than 5 ft. in depth and sloping the sides of those trenches to preclude collapse will be measured and paid for as required by Item 402 or Item 403.

Furnishing and placing bedding material will be subsidiary to the pertinent bid items.

Furnishing and installing a complete, operational nonmetallic pipe detection system, and the materials necessary for this system, will be subsidiary to the pertinent bid items.

Unless otherwise specified on the plans, repair curbs, pavement, base material, concrete riprap, and sidewalks damaged by construction operations at no expense to the Department, if such damaged items are not part of the Contract.

Testing sanitary sewers for leakage, including labor, materials, and equipment necessary to perform the tests, will be subsidiary to the pertinent bid items.

--End of Section--

**SPECIAL SPECIFICATION
CC 7025
STEEL CASING (OPEN CUT)**

PART 1 – DESCRIPTION

1.2 Install welded steel pipe based on the following.

The diameter of the pipe must be as shown on the construction drawings (minimum size requirements). Joints must be continuous circumferential weld in accordance with AWS D 1.1.

Verify all existing utilities (location and depth) before commencing installation of pipe by other than open cut.

Prevent damage to streets, driveways, walkways, and other structures during and after pipe installation. Repair any such damage at no extra cost.

For open-cut installations, all excavated ditch lines must be mechanically tamped to at least 90% density and a maximum 95% density of ASTM D698 (standard proctor procedures) at a moisture content ranging from optimum -1%–+3%, to be placed in 6-in.–8-in. lifts (not to exceed 12 in.) by the end of each day's work. Densities must be taken at every lift, at staggered 100-ft. increments.

The existing top-of-ground grades shown on the plans are approximate, and there will be no compensation if the depth of pipe is proved to be otherwise.

Install RACI (or equal) plastic spacers (skids) according to the manufacturer's specifications, with the cost to this Item.

PART 2 – MATERIALS

Casing pipe must be new steel conforming to ANSI B 36.10 and the following.

- Field Strength. 36,000 psi minimum.
- Wall Thickness. 0.5 in. minimum.

The Contractor must meet the Buy America requirements in accordance with Department and FHWA guidance letter dated April 7, 2014.

PART 3 – MEASUREMENT

This Item will be measured by the foot of steel casing pipe installed.

PART 4 – PAYMENT

Payment for steel casing pipe will include the cost of the casing pipe, grouting, excavation, embankment backfill, and all incidental labor and materials necessary for a complete installation in accordance with the plans.

--End of Section--

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 Owner, 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 of Owner's 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 Owner.

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 Owner 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 Owner, or the Texas Department of Transportation 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 Owner must impose such Contract sanctions as it or the Owner may

determine to be appropriate, including, but not limited to actions defined in 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 Owner 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 Owner to enter into such litigation to protect the interests of the Owner, 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 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 to Item 000

Schedule of Liquidated Damages



Item 000, "Schedule of Liquidated Damages" 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.

The dollar amount of daily contract administration Liquidated Damages per working Day is \$1,178.93



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 Owner 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 Owner 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: <https://www.census.gov/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 Contract compliance tracking. Contractors and DBEs are required to provide any noted and requested Contract compliance-related data to the Owner. This includes, but is not limited to, 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 by the Owner, 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 Owner may require additional information related to the Contract to be provided at any time before, during, or after contract award.
- In its sole discretion, the Owner may require that contract compliance tracking data be submitted by Contractors and DBEs in an alternative format prescribed by the Owner.
- 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/>.

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 Owner determines that the apparent low bidder has failed to satisfy the good faith efforts requirement, the Owner 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 Owner.

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 Owner a written decision, which will then be provided to the Bidder 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 Owner 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 Owner 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 Owner will presume that the DBE is not performing a CUF.

If the Owner 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 Owner.

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 Owner makes a final finding that no CUF has been performed by a DBE, the Owner 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 Owner approval. To obtain approval, the Contractor must submit a completed Form 2178, "DBE Joint Check Approval," to the Owner.

The Owner 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 Owner 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 Owner'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 Owner 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 Owner of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Owner should not approve the prime Contractor's request for termination.

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

The Owner will consider both the Contractor's request and DBE's stated position before approving the request. The Owner 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 Owner 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 Owner will provide a written determination to the Contractor stating whether or not good faith efforts have been demonstrated. If the Owner determines that good faith efforts were not demonstrated, the Contractor will have the opportunity to appeal the determination to the Department.

- 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 Owner if payment to any DBE subcontractor is withheld or reduced.

Before receiving final payment from the Owner, 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 Owner, the Department, or the DOT. Provide copies of subcontracts or agreements and other documentation upon request.

- 2.3.12. **Failure to Comply.** If the Owner 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 Owner 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 Owner or such other remedy or remedies as the Owner deems appropriate.

2.3.13. **Investigations.** The Owner 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 Owner 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 Owner to be unallowable, or if the Contractor engages in repeated violations, falsification, or misrepresentation, the Owner may:

- refuse to count any fraudulent or misrepresented DBE participation;
- withhold progress payments to the Contractor commensurate with the violation;
- 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 to Item 2L

Instructions to Bidders



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

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

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

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

Special Provision to Item 3L

Award and Execution of Contract



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

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

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

Special Provision to Item 6L

Control of Materials



Item 6L, "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) and applicable CFR, which restrict funds being made available from Federal financial assistance programs unless all the iron products, steel products, manufactured products, and construction materials used in the project are manufactured in the United States. Use iron or steel products, manufactured products, or construction materials manufactured in the United States for all permanently installed materials and products except when defined in Section 1.1.5., "Buy America Exceptions."

A material is solely classified based on its status at the time it is brought to the work site as either an iron or steel product, construction material, manufactured product, or excluded material. Refer to the Buy America Material Classification Sheet found at <https://www.txdot.gov/business/resources/materials/buy-america/buy-america-material-classification-sheet.html> for additional clarification on material classification.

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

Special Provision to Item 132

Embankment



Item 132, "Embankment," 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 132.2., "Materials," is supplemented with the following.

- **Type E.** Cement stabilized material consisting of Type CS select backfill meeting the requirements of Section 423.2.4.2. Table 2. Select Backfill Gradation Limits and hydraulic cement meeting the requirements of [DMS-4600](#), "Hydraulic Cement," and the Department's Hydraulic Cement Quality Monitoring Program (HCQMP). Sources not on the HCQMP will require testing and approval before use.

Article 132.2., "Materials," the last paragraph is voided and not replaced.

Section 132.3.3., "Embankments Adjacent to Culverts and Bridges," is voided and replaced by the following.

- 3.3. **Embankments Adjacent to Culverts and Bridges.** Except as noted below, in Section 132.3.4., "Compaction Methods," compact embankments adjacent to culverts, under bridge approach slabs, and adjacent to abutments where using Wide Flange Terminal Anchorage systems but not cement stabilized embankment, in accordance with Item 400, "Excavation and Backfill for Structures."

Section 132.3.4., "Compaction Methods," the first paragraph is supplemented by the following.

When cement-stabilized backfill embankment, reinforced volume embankment, retaining wall foundation improvements, or embankment foundation improvements are shown on the plans, compact each layer to the required density, in accordance with Section 276.4.3., "Compaction."

Article 132.3., "Construction," is supplemented with the following.

- 3.7. **Cement-Stabilized Backfill Embankment (CSBE).** Provide Type E material for cement-stabilized backfill embankment. Place CSBE for embankments, retaining wall foundation improvements, embankment foundation improvements, and backfill material placed between the reinforced volume of retaining walls in accordance with the requirements of Section 423.2.4.4., "Cement-Stabilized Backfill," at the locations shown on the plans or as directed.

Article 132.5., "Payment," the first paragraph is voided and replaced by the following.

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Embankment (Final)," "Embankment (Original)," or "Embankment (Vehicle)" of the compaction method and type specified. Where CSBE is shown on the plans, it will be paid for at the unit price bid for "Embankment (Final) (CSBE)," "Embankment (Final) (CSBE) (Retaining Wall Foundation Improvement)," "Embankment (Final) (CSBE) (Embankment Foundation Improvement)," or "Embankment (Final) (CSBE) (Reinforced Volume of Retaining Walls)" of the compaction method and type shown on the plans. When the embankment adjacent to the cement stabilized reinforced volume is not cement stabilized, the cement stabilized reinforced volume will be paid as "Embankment (Final)" of the compaction method and type shown on the plans. This price is full compensation for all cement, cement treatment and stabilization, furnishing embankment, hauling, placing, compacting, curing, finishing, and reworking; disposal of waste material; and equipment, labor, tools, and incidental.

Special Provision to Item 316

Seal Coat



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

Article 316.1., "Description" is supplemented by the following.

Applies to districtwide seal coat only.

Section 316.4.15., "Certification" is added.

4.15. **Certification.** Certifications are required for both Department and Contractor personnel on this districtwide seal coat project. The Department will identify any inspectors and seal coat specialists with seal coat certifications at the preconstruction meeting and any time new personnel with certifications will be used on the project. This Special Provision certification is only applicable for districtwide seal coats with Item 316 as the principal item of work.

Certification Levels.

- Level 1 Seal Coat Inspector, Department only.
- Level 2 Seal Coat Specialist, Department, and Contractor.

A Department Inspector with a Level 1 Seal Coat certification should be on the job site or available by phone. Absence of certified Level 1 Seal Coat Inspector will not cease production.

A Contractor superintendent, Foreman or Project Manager with a Level 2 Seal Coat certification must be on the job site or available by phone, unless otherwise approved, any time seal coat work is being performed.

Section 316.5.1.4., "Aggregate" is supplemented by the following.

5.2. **Aggregate.** When shown on the plans, aggregate will be measured by the ton as delivered to the approved roadway stockpile. Measure the weight on scales in accordance with Item 520, "Weighing and Measuring Equipment." Material remaining on any individual project (stockpile) will be measured and deducted from the delivered quantity or used as directed.

Any aggregate left over at the end of the project will be measured and deducted from the estimate or may be purchased by the Department at the supplier's or producer's invoice price without any markups. The Department will purchase any remaining aggregate when adjustments occur due to estimated rates and square yards or unforeseen plan errors, after the aggregate has been delivered to the project.

Collect haul tickets from each load of aggregate delivered to the project and provide the Department's copy to the Engineer approximately every day, or as directed.

The Department will determine any conversions between stockpile cubic yards and tons in accordance with [Tex-404-A](#).

Special Provision to Item 400

Excavation and Backfill for Structures



Item 400, "Excavation and Backfill for Structures" 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 400.2., "Materials", is supplemented by the following.

Unless otherwise shown on the plans, use sand backfill with 70-100% passing the No. 10 sieve. The Plasticity Index (PI) is determined in accordance with [Tex-106-E](#) and must not exceed 6. At all pipe joints backfilled with sand, the Contractor must install a filter fabric designed to prevent the migration of sand into the pipes as approved by the Engineer. Filter fabric must meet the requirements of [DMS-6200](#), Type I.

Unless otherwise shown on the plans, the gravel must conform to Aggregate Grade No. 1, 2, 3 or 4 requirements shown in Table 4 of Article 421.2.

Section 400.4.4., "Sand Backfill" and Section 400.4.5., "Structural Excavation (Special)." are added.

4.4. Sand Backfill. Sand Backfill will be measured by the cubic yard. When shown on the plans, the excavation must be backfilled to the elevations shown with sand. The sand backfill will be measured in accordance with the backfill diagram shown on the plans.

4.5. Structural Excavation (Special). Structural Excavation (Special) for Gravel Bedding will be measured by the cubic yard.

Section 400.5.1., "Structural Excavation", is supplemented by the following.

When the plans specify or when the Engineer directs the use of gravel bedding material, excavation below the footing grades will be measured and paid for as "Structural Excavation (Special)". The unit price bid for "Structural Excavation (Special)" will be full compensation for furnishing, hauling and placing gravel bedding material and for all labor, equipment, tools and incidentals necessary to complete the work.

Section 400.5.6., "Sand Backfill", is added.

5.6. Sand Backfill. The unit price bid for "Sand Backfill" will be full compensation for excavation and furnishing sand backfill and filter fabric, hauling, placing and compacting the sand backfill and filter fabric; and materials, equipment, labor, tools and incidentals.

Special Provision to Item 500

Mobilization



Item 500, "Mobilization" 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 500.3., "Payment," is voided and replaced with the following:

For this Item, the adjusted Contract amount will be calculated as the total Contract amount less the lump sum for mobilization. Material on hand will not be considered as a construction item earned when calculating mobilization payment. Except for Contracts with callout or emergency work, mobilization will be paid in partial payments as follows.

- Payment will be made upon presentation of a paid invoice for the payment or performance bonds and required insurance.
- Payment will be made upon verification of documented expenditures for plant and facility setup. The combined amount for all these facilities will be no more than 10% of the mobilization lump sum or 1% of the total Contract amount, whichever is less.
- When 1% of the adjusted Contract amount for construction Items is earned, 50% of the mobilization lump sum bid or 5% of the total Contract amount, whichever is less, will be paid. Previous payments under this Item will be deducted from this amount.
- When 2% of the adjusted Contract amount for construction Items is earned, 60% of the mobilization lump sum bid or 5% of the total Contract amount, whichever is less, will be paid. Previous payments under this Item will be deducted from this amount.
- When 5% of the adjusted Contract amount for construction Items is earned, 75% of the mobilization lump sum bid or 10% of the total Contract amount, whichever is less, will be paid. Previous payments under the Item will be deducted from this amount.
- When 6% of the adjusted Contract amount for construction Items is earned, 80% of the mobilization lump sum bid or 10% of the total Contract amount, whichever is less, will be paid. Previous payments under the Item will be deducted from this amount.
- When 8% of the adjusted Contract amount for construction Items is earned, 85% of the mobilization lump sum bid or 10% of the total Contract amount, whichever is less, will be paid. Previous payments under the Item will be deducted from this amount.
- When 10% of the adjusted Contract amount for construction Items is earned, 90% of the mobilization lump sum bid or 10% of the total Contract amount, whichever is less, will be paid. Previous payments under this Item will be deducted from this amount.
- Upon final acceptance, 97% of the mobilization lump sum bid will be paid. Previous payments under this Item will be deducted from this amount.
- Payment for the remainder of the lump sum bid for "Mobilization" will be made after all submittals are received, after final quantities have been determined, and when any separate vegetative establishment and maintenance, test, and performance periods provided for in the Contract have been successfully completed.

For projects with extended maintenance or performance periods, payment for the remainder of the lump sum bid for "Mobilization" will be made 6 mo. after final acceptance.

For Contracts with callout or emergency work, "Mobilization" will be paid as follows.

- Payment will be made upon presentation of a paid invoice for the payment of performance bonds and required insurance.
- Mobilization for callout work will be paid for each callout work request.
- Mobilization for emergency work will be paid for each emergency work request.

Special Provision to Item 506

Temporary Erosion, Sedimentation, and Environmental Controls



For this project, item 506, "Temporary Erosion, Sedimentation, and Environmental Controls," of the standard specifications, is hereby voided and replaced with the following.

1. DESCRIPTION

Install, maintain, and remove erosion, sedimentation, and environmental control measures to prevent or reduce the discharge of pollutants in accordance with the Storm Water Pollution Prevention Plan (SWP3) in the plans and the Texas Pollutant Discharge Elimination System (TPDES) General Permit TXR150000.

2. MATERIALS

Furnish materials in accordance with the following:

- Item 161, "Compost"
- Item 432, "Riprap"
- Item 556, "Pipe Underdrains"

2.1. Rock Filter Dams.

2.1.1. **Aggregate.** Furnish aggregate with hardness, durability, cleanliness, and resistance to crumbling, flaking, and eroding acceptable to the Owner. Provide the following:

- Types 1, 2, and 4 Rock Filter Dams. Use 3 to 6 in. aggregate.
- Type 3 Rock Filter Dams. Use 4 to 8 in. aggregate.

2.1.2. **Wire.** Provide minimum 20 gauge galvanized wire for the steel wire mesh and tie wires for Types 2 and 3 rock filter dams. Type 4 dams require:

- a double-twisted, hexagonal weave with a nominal mesh opening of 2-1/2 in. × 3-1/4 in.;
- minimum 0.0866 in. steel wire for netting;
- minimum 0.1063 in. steel wire for selvages and corners; and
- minimum 0.0866 in. for binding or tie wire.

2.1.3. **Sandbag Material.** Furnish sandbags meeting Section 506.2.8., "Sandbags," except that any gradation of aggregate may be used to fill the sandbags.

2.2. **Temporary Pipe Slope Drains.** Provide corrugated metal pipe, polyvinyl chloride (PVC) pipe, flexible tubing, watertight connection bands, grommet materials, prefabricated fittings, and flared entrance sections that conform to the plans. Recycled and other materials meeting these requirements are allowed if approved.

Furnish concrete in accordance with Item 432, "Riprap."

2.3. **Temporary Paved Flumes.** Furnish asphalt concrete, hydraulic cement concrete, or other comparable non-erodible material that conforms to the plans. Provide rock or rubble with a minimum diameter of 6 in. and a maximum volume of 1/2 cu. ft. for the construction of energy dissipaters.

- 2.4. **Construction Exits.** Provide materials that meet the details shown on the plans and this Section.
- 2.4.1. **Rock Construction Exit.** Provide crushed aggregate for long- and short-term construction exits. Furnish aggregates that are clean, hard, durable, and free from adherent coatings such as salt, alkali, dirt, clay, loam, shale, soft or flaky materials, and organic and injurious matter. Use 4- to 8-in. aggregate for Type 1. Use 2- to 4-in. aggregate for Type 3.
- 2.4.2. **Timber Construction Exit.** Furnish No. 2 quality or better railroad ties and timbers for long-term construction exits, free of large and loose knots and treated to control rot. Fasten timbers with nuts and bolts or lag bolts, of at least 1/2 in. diameter, unless otherwise shown on the plans or allowed. Provide plywood or pressed wafer board at least 1/2 in. thick for short-term exits.
- 2.4.3. **Foundation Course.** Provide a foundation course consisting of flexible base, bituminous concrete, hydraulic cement concrete, or other materials as shown on the plans or directed.
- 2.5. **Embankment for Erosion Control.** Provide rock, loam, clay, topsoil, or other earth materials that will form a stable embankment to meet the intended use.
- 2.6. **Pipe.** Provide pipe outlet material in accordance with Item 556, "Pipe Underdrains," and details shown on the plans.
- 2.7. **Construction Perimeter Fence.**
- 2.7.1. **Posts.** Provide essentially straight wood or steel posts that are at least 60 in. long. Furnish soft wood posts with a minimum diameter of 3 in., or use nominal 2 x 4 in. boards. Furnish hardwood posts with a minimum cross-section of 1-1/2 x 1-1/5 in. Furnish T- or L-shaped steel posts with a minimum weight of 0.5 lb. per foot.
- 2.7.2. **Fence.** Provide orange construction fencing as approved.
- 2.7.3. **Fence Wire.** Provide 11 gauge or larger galvanized smooth or twisted wire. Provide 16 gauge or larger tie wire.
- 2.7.4. **Flagging.** Provide brightly-colored flagging that is fade-resistant and at least 3/4 in. wide to provide maximum visibility both day and night.
- 2.7.5. **Staples.** Provide staples with a crown at least 1/2 in. wide and legs at least 1/2 in. long.
- 2.7.6. **Used Materials.** Previously used materials meeting the applicable requirements may be used if approved.
- 2.8. **Sandbags.** Provide sandbag material of polypropylene, polyethylene, or polyamide woven fabric with a minimum unit weight of 4 oz. per square yard, a Mullen burst-strength exceeding 300 psi, and an ultraviolet stability exceeding 70%.

Use natural coarse sand or manufactured sand meeting the gradation given in Table 1 to fill sandbags. Filled sandbags must be 24 to 30 in. long, 16 to 18 in. wide, and 6 to 8 in. thick.

**Table 1
Sand Gradation**

Sieve #	Retained (% by Weight)
4	Maximum 3%
100	Minimum 80%
200	Minimum 95%

Aggregate may be used instead of sand for situations where sandbags are not adjacent to traffic. The aggregate size shall not exceed 3/8 in.

- 2.9. **Temporary Sediment Control Fence.** Provide a net-reinforced fence using woven geo-textile fabric. Logos visible to the traveling public will not be allowed.
- 2.9.1. **Fabric.** Provide fabric materials in accordance with DMS-6230, "Temporary Sediment Control Fence Fabric."
- 2.9.2. **Posts.** Provide essentially straight wood or steel posts with a minimum length of 48 in., unless otherwise shown on the plans. Furnish soft wood posts at least 3 in. in diameter, or use nominal 2 × 4 in. boards. Furnish hardwood posts with a minimum cross-section of 1-1/2 × 1-1/2 in. Furnish T- or L-shaped steel posts with a minimum weight of 1.3 lb. per foot.
- 2.9.3. **Net Reinforcement.** Provide net reinforcement of at least 12-1/2 gauge galvanized welded wire mesh, with a maximum opening size of 2 × 4 in., at least 24 in. wide, unless otherwise shown on the plans.
- 2.9.4. **Staples.** Provide staples with a crown at least 3/4 in. wide and legs 1/2 in. long.
- 2.9.5. **Used Materials.** Use recycled material meeting the applicable requirements if approved.
- 2.10. **Biodegradable Erosion Control Logs.**
- 2.10.1. **Core Material.** Furnish core material that is biodegradable or recyclable. Use compost, mulch, aspen excelsior wood fibers, chipped site vegetation, agricultural rice or wheat straw, coconut fiber, 100% recyclable fibers, or any other acceptable material unless specifically called out on the plans. Permit no more than 5% of the material to escape from the containment mesh. Furnish compost meeting the requirements of Item 161, "Compost."
- 2.10.2. **Containment Mesh.** Furnish containment mesh that is 100% biodegradable, photodegradable, or recyclable such as burlap, twine, UV photodegradable plastic, polyester, or any other acceptable material.
- Furnish biodegradable or photodegradable containment mesh when log will remain in place as part of a vegetative system.
- Furnish recyclable containment mesh for temporary installations.
- 2.10.3. **Size.** Furnish biodegradable erosion control logs with diameters shown on the plans or as directed. Stuff containment mesh densely so logs do not deform.

3. CONSTRUCTION

- 3.1. **Contractor Responsibilities.** Implement the Owner's Storm Water Pollution Prevention Plan (SWP3) for the project in accordance with the plans and specifications, TPDES General Permit TXR150000, and as directed by the Owner. Develop and implement an SWP3 for project-specific material supply plants within and outside of the Owner's right of way in accordance with the specific or general storm water permit requirements. Prevent water pollution from storm water associated with construction activity from entering any surface water or private property on or adjacent to the project site.
- 3.2. **General.**
- 3.2.1. **Phasing.** Implement control measures in the area to be disturbed before beginning construction, or as directed. Limit the disturbance to the area shown on the plans or as directed. If, in the opinion of the Owner, the Contractor cannot control soil erosion and sedimentation resulting from construction operations, the Owner will limit the disturbed area to that which the Contractor is able to control. Minimize disturbance to vegetation.
- 3.2.2. **Maintenance.** Immediately correct ineffective control measures. Implement additional controls as directed. Remove excavated material within the time requirements specified in the applicable storm water permit.

- 3.2.3. **Stabilization.** Stabilize disturbed areas where construction activities will be temporarily stopped in accordance with the applicable storm water permit. Establish a uniform vegetative cover. The project will not be accepted until a 70% density of existing adjacent undisturbed areas is obtained, unless otherwise shown on the plans. When shown on the plans, the Owner may accept the project when adequate controls are in place that will control erosion, sedimentation, and water pollution until sufficient vegetative cover can be established.
- 3.2.4. **Finished Work.** Upon acceptance of vegetative cover, remove and dispose of all temporary control measures, temporary embankments, bridges, matting, falsework, piling, debris, or other obstructions placed during construction that are not a part of the finished work, or as directed.
- 3.2.5. **Restricted Activities and Required Precautions.** Do not discharge onto the ground or surface waters any pollutants such as chemicals, raw sewage, fuels, lubricants, coolants, hydraulic fluids, bitumens, or any other petroleum product. Operate and maintain equipment on-site to prevent actual or potential water pollution. Manage, control, and dispose of litter on-site such that no adverse impacts to water quality occur. Prevent dust from creating a potential or actual unsafe condition, public nuisance, or condition endangering the value, utility, or appearance of any property. Wash out concrete trucks only as described in the TPDES General Permit TXR150000. Utilize appropriate controls to minimize the offsite transport of suspended sediments and other pollutants if it is necessary to pump or channel standing water (i.e. dewatering). Prevent discharges that would contribute to a violation of Edwards Aquifer Rules, water quality standards, the impairment of a listed water body, or other state or federal law.
- 3.3. **Installation, Maintenance, and Removal Work.** Perform work in accordance with the SWP3, according to manufacturers' guidelines, and in accordance with the TPDES General Permit TXR150000. Install and maintain the integrity of temporary erosion and sedimentation control devices to accumulate silt and debris until soil disturbing activities are completed and permanent erosion control features are in place or the disturbed area has been adequately stabilized as determined by the Owner. . If a device ceases to function as intended, repair or replace the device or portions thereof as necessary. Remove sediment, debris, and litter. When approved, sediments may be disposed of within embankments, or in the right of way in areas where the material will not contribute to further siltation. Dispose of removed material in accordance with federal, state, and local regulations.
- Remove devices upon approval or as directed. Finish-grade and dress the area upon removal. Stabilize disturbed areas in accordance with the permit, and as shown on the plans or directed. Materials removed are considered consumed by the project. Retain ownership of stockpiled material and remove it from the project when new installations or replacements are no longer required.
- 3.3.1. **Rock Filter Dams for Erosion Control.** Remove trees, brush, stumps, and other objectionable material that may interfere with the construction of rock filter dams. Place sandbags as a foundation when required or at the Contractor's option.
- Place the aggregate to the lines, height, and slopes specified, without undue voids for Types 1, 2, 3, and 5. Place the aggregate on the mesh and then fold the mesh at the upstream side over the aggregate and secure it to itself on the downstream side with wire ties, or hog rings for Types 2 and 3, or as directed. Place rock filter dams perpendicular to the flow of the stream or channel unless otherwise directed. Construct filter dams according to the following criteria unless otherwise shown on the plans:
- 3.3.1.1. **Type 1 (Non-reinforced).**
- 3.3.1.1.1. **Height.** At least 18 in. measured vertically from existing ground to top of filter dam.
- 3.3.1.1.2. **Top Width.** At least 2 ft.
- 3.3.1.1.3. **Slopes.** No steeper than 2:1.
- 3.3.1.2. **Type 2 (Reinforced).**

- 3.3.1.2.1. **Height.** At least 18 in. measured vertically from existing ground to top of filter dam.
- 3.3.1.2.2. **Top Width.** At least 2 ft.
- 3.3.1.2.3. **Slopes.** No steeper than 2:1.
- 3.3.1.3. **Type 3 (Reinforced).**
- 3.3.1.3.1. **Height.** At least 36 in. measured vertically from existing ground to top of filter dam.
- 3.3.1.3.2. **Top Width.** At least 2 ft.
- 3.3.1.3.3. **Slopes.** No steeper than 2:1.
- 3.3.1.4. **Type 4 (Sack Gabions).** Unfold sack gabions and smooth out kinks and bends. Connect the sides by lacing in a single loop–double loop pattern on 4- to 5-in. spacing for vertical filling. Pull the end lacing rod at one end until tight, wrap around the end, and twist 4 times. Fill with stone at the filling end, pull the rod tight, cut the wire with approximately 6 in. remaining, and twist wires 4 times.
- Place the sack flat in a filling trough, fill with stone, connect sides, and secure ends as described above for horizontal filling.
- Lift and place without damaging the gabion. Shape sack gabions to existing contours.
- 3.3.1.5. **Type 5.** Provide rock filter dams as shown on the plans.
- 3.3.2. **Temporary Pipe Slope Drains.** Install pipe with a slope as shown on the plans or as directed. Construct embankment for the drainage system in 8-in. lifts to the required elevations. Hand-tamp the soil around and under the entrance section to the top of the embankment as shown on the plans or as directed. Form the top of the embankment or earth dike over the pipe slope drain at least 1 ft. higher than the top of the inlet pipe at all points. Secure the pipe with hold-downs or hold-down grommets spaced a maximum of 10 ft. on center. Construct the energy dissipaters or sediment traps as shown on the plans or as directed. Construct the sediment trap using concrete or rubble riprap in accordance with Item 432, "Riprap," when designated on the plans.
- 3.3.3. **Temporary Paved Flumes.** Construct paved flumes as shown on the plans or as directed. Provide excavation and embankment (including compaction of the subgrade) of material to the dimensions shown on the plans unless otherwise indicated. Install a rock or rubble riprap energy dissipater, constructed from the materials specified above, to a minimum depth of 9 in. at the flume outlet to the limits shown on the plans or as directed.
- 3.3.4. **Construction Exits.** Prevent traffic from crossing or exiting the construction site or moving directly onto a public roadway, alley, sidewalk, parking area, or other right of way areas other than at the location of construction exits when tracking conditions exist. Construct exits for either long- or short-term use.
- 3.3.4.1. **Long-Term.** Place the exit over a foundation course as required. Grade the foundation course or compacted subgrade to direct runoff from the construction exits to a sediment trap as shown on the plans or as directed. Construct exits with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed.
- 3.3.4.1.1. **Type 1.** Construct to a depth of at least 8 in. using crushed aggregate as shown on the plans or as directed.
- 3.3.4.1.2. **Type 2.** Construct using railroad ties and timbers as shown on the plans or as directed.
- 3.3.4.2. **Short-Term.**

- 3.3.4.2.1. **Type 3.** Construct using crushed aggregate, plywood, or wafer board. This type of exit may be used for daily operations where long-term exits are not practical.
- 3.3.4.2.2. **Type 4.** Construct as shown on the plans or as directed.
- 3.3.5. **Earthwork for Erosion Control.** Perform excavation and embankment operations to minimize erosion and to remove collected sediments from other erosion control devices.
- 3.3.5.1. **Excavation and Embankment for Erosion Control Features.** Place earth dikes, swales, or combinations of both along the low crown of daily lift placement, or as directed, to prevent runoff spillover. Place swales and dikes at other locations as shown on the plans or as directed to prevent runoff spillover or to divert runoff. Construct cuts with the low end blocked with undisturbed earth to prevent erosion of hillsides. Construct sediment traps at drainage structures in conjunction with other erosion control measures as shown on the plans or as directed.
- Create a sediment basin, where required, providing 3,600 cu. ft. of storage per acre drained, or equivalent control measures for drainage locations that serve an area with 10 or more disturbed acres at one time, not including offsite areas.
- 3.3.5.2. **Excavation of Sediment and Debris.** Remove sediment and debris when accumulation affects the performance of the devices, after a rain, and when directed.
- 3.3.6. **Construction Perimeter Fence.** Construct, align, and locate fencing as shown on the plans or as directed.
- 3.3.6.1. **Installation of Posts.** Embed posts 18 in. deep or adequately anchor in rock, with a spacing of 8 to 10 ft.
- 3.3.6.2. **Wire Attachment.** Attach the top wire to the posts at least 3 ft. from the ground. Attach the lower wire midway between the ground and the top wire.
- 3.3.6.3. **Flag Attachment.** Attach flagging to both wire strands midway between each post. Use flagging at least 18 in. long. Tie flagging to the wire using a square knot.
- 3.3.7. **Sandbags for Erosion Control.** Construct a berm or dam of sandbags that will intercept sediment-laden storm water runoff from disturbed areas, create a retention pond, detain sediment, and release water in sheet flow. Fill each bag with sand so that at least the top 6 in. of the bag is unfilled to allow for proper tying of the open end. Place the sandbags with their tied ends in the same direction. Offset subsequent rows of sandbags 1/2 the length of the preceding row. Place a single layer of sandbags downstream as a secondary debris trap. Place additional sandbags as necessary or as directed for supplementary support to berms or dams of sandbags or earth.
- 3.3.8. **Temporary Sediment-Control Fence.** Provide temporary sediment-control fence near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the fence into erosion-control measures used to control sediment in areas of higher flow. Install the fence as shown on the plans, as specified in this Section, or as directed.
- 3.3.8.1. **Installation of Posts.** Embed posts at least 18 in. deep, or adequately anchor, if in rock, with a spacing of 6 to 8 ft. and install on a slight angle toward the runoff source.
- 3.3.8.2. **Fabric Anchoring.** Dig trenches along the uphill side of the fence to anchor 6 to 8 in. of fabric. Provide a minimum trench cross-section of 6 × 6 in. Place the fabric against the side of the trench and align approximately 2 in. of fabric along the bottom in the upstream direction. Backfill the trench, then hand-tamp.
- 3.3.8.3. **Fabric and Net Reinforcement Attachment.** Attach the reinforcement to wooden posts with staples, or to steel posts with T-clips, in at least 4 places equally spaced unless otherwise shown on the plans. Sewn vertical pockets may be used to attach reinforcement to end posts. Fasten the fabric to the top strand of reinforcement by hog rings or cord every 15 in. or less.

- 3.3.8.4. **Fabric and Net Splices.** Locate splices at a fence post with a minimum lap of 6 in. attached in at least 6 places equally spaced unless otherwise shown on the plans. Do not locate splices in concentrated flow areas.

Requirements for installation of used temporary sediment-control fence include the following:

- fabric with minimal or no visible signs of biodegradation (weak fibers),
- fabric without excessive patching (more than 1 patch every 15 to 20 ft.),
- posts without bends, and
- backing without holes.

- 3.3.9. **Biodegradable Erosion Control Logs.** Install biodegradable erosion control logs near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the biodegradable erosion control logs into the erosion measures used to control sediment in areas of higher flow. Install, align, and locate the biodegradable erosion control logs as specified below, as shown in plans or as directed.

Secure biodegradable erosion control logs in a method adequate to prevent displacement as a result of normal rain events, prevent damage to the logs, and to the satisfaction of the Owner such that flow is not allowed under the logs. Temporarily removing and replacing biodegradable erosion logs as to facilitate daily work is allowed at the Contractor's expense.

- 3.3.10. **Vertical Tracking.** Perform vertical tracking on slopes to temporarily stabilize soil. Provide equipment with a track undercarriage capable of producing a linear soil impression measuring a minimum of 12 in. long × 2 to 4 in. wide × 1/2 to 2 in. deep. Do not exceed 12 in. between track impressions. Install continuous linear track impressions where the 12 in. length impressions are perpendicular to the slope. Vertical tracking is required on projects where soil disturbing activities have occurred unless otherwise approved.

4. MEASUREMENT

- 4.1. **Rock Filter Dams.** Installation or removal of rock filter dams will be measured by the foot or by the cubic yard. The measured volume will include sandbags, when used.
- 4.1.1. **Linear Measurement.** When rock filter dams are measured by the foot, measurement will be along the centerline of the top of the dam.
- 4.1.2. **Volume Measurement.** When rock filter dams are measured by the cubic yard, measurement will be based on the volume of rock computed by the method of average end areas.
- 4.1.2.1. **Installation.** Measurement will be made in final position.
- 4.1.2.2. **Removal.** Measurement will be made at the point of removal.
- 4.2. **Temporary Pipe Slope Drains.** Temporary pipe slope drains will be measured by the foot.
- 4.3. **Temporary Paved Flumes.** Temporary paved flumes will be measured by the square yard of surface area. The measured area will include the energy dissipater at the flume outlet.
- 4.4. **Construction Exits.** Construction exits will be measured by the square yard of surface area.
- 4.5. **Earthwork for Erosion and Sediment Control.**
- 4.5.1. **Equipment and Labor Measurement.** Equipment and labor used will be measured by the actual number of hours the equipment is operated and the labor is engaged in the work.
- 4.5.2. **Volume Measurement.**

- 4.5.2.1. **In Place.**
- 4.5.2.1.1. **Excavation.** Excavation will be measured by the cubic yard in its original position and the volume computed by the method of average end areas.
- 4.5.2.1.2. **Embankment.** Embankment will be measured by the cubic yard in its final position by the method of average end areas. The volume of embankment will be determined between:
- the original ground surfaces or the surface upon that the embankment is to be constructed for the feature and
 - the lines, grades and slopes of the accepted embankment for the feature.
- 4.5.2.2. **In Vehicles.** Excavation and embankment quantities will be combined and paid for under "Earthwork (Erosion and Sediment Control, In Vehicle)." Excavation will be measured by the cubic yard in vehicles at the point of removal. Embankment will be measured by the cubic yard in vehicles measured at the point of delivery. Shrinkage or swelling factors will not be considered in determining the calculated quantities.
- 4.6. **Construction Perimeter Fence.** Construction perimeter fence will be measured by the foot.
- 4.7. **Sandbags for Erosion Control.** Sandbags will be measured as each sandbag or by the foot along the top of sandbag berms or dams.
- 4.8. **Temporary Sediment-Control Fence.** Installation or removal of temporary sediment-control fence will be measured by the foot.
- 4.9. **Biodegradable Erosion Control Logs.** Installation or removal of biodegradable erosion control logs will be measured by the foot along the centerline of the top of the control logs.
- 4.10. **Vertical Tracking.** Vertical tracking will not be measured or paid for directly but is considered subsidiary to this Item.

5. PAYMENT

The following will not be paid for directly but are subsidiary to pertinent Items:

- erosion-control measures for Contractor project-specific locations (PSLs) inside and outside the right of way (such as construction and haul roads, field offices, equipment and supply areas, plants, and material sources);
- removal of litter, unless a separate pay item is shown on the plans;
- repair to devices and features damaged by Contractor operations;
- added measures and maintenance needed due to negligence, carelessness, lack of maintenance, and failure to install permanent controls;
- removal and reinstallation of devices and features needed for the convenience of the Contractor;
- finish grading and dressing upon removal of the device; and
- minor adjustments including but not limited to plumbing posts, reattaching fabric, minor grading to maintain slopes on an erosion embankment feature, or moving small numbers of sandbags.

Stabilization of disturbed areas will be paid for under pertinent Items.

Furnishing and installing pipe for outfalls associated with sediment traps and ponds will not be paid for directly but is subsidiary to the excavation and embankment under this Item.

- 5.1. **Rock Filter Dams.** 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 as follows:

5.1.1. **Installation.** Installation will be paid for as “Rock Filter Dams (Install)” of the type specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

5.1.2. **Removal.** Removal will be paid for as “Rock Filter Dams (Remove).” This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

When the Owner directs that the rock filter dam installation or portions thereof be replaced, payment will be made at the unit price bid for “Rock Filter Dams (Remove)” and for “Rock Filter Dams (Install)” of the type specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

5.2. **Temporary Pipe Slope Drains.** 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 “Temporary Pipe Slope Drains” of the size specified. This price is full compensation for furnishing materials, removal and disposal, furnishing and operating equipment, labor, tools, and incidentals.

Removal of temporary pipe slope drains will not be paid for directly but is subsidiary to the installation Item. When the Owner directs that the pipe slope drain installation or portions thereof be replaced, payment will be made at the unit price bid for “Temporary Pipe Slope Drains” of the size specified, which is full compensation for the removal and reinstallation of the pipe drain.

Earthwork required for the pipe slope drain installation, including construction of the sediment trap, will be measured and paid for under “Earthwork for Erosion and Sediment Control.”

Riprap concrete or stone, when used as an energy dissipater or as a stabilized sediment trap, will be measured and paid for in accordance with Item 432, “Riprap.”

5.3. **Temporary Paved Flumes.** 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 “Temporary Paved Flume (Install)” or “Temporary Paved Flume (Remove).” This price is full compensation for furnishing and placing materials, removal and disposal, equipment, labor, tools, and incidentals.

When the Owner directs that the paved flume installation or portions thereof be replaced, payment will be made at the unit prices bid for “Temporary Paved Flume (Remove)” and “Temporary Paved Flume (Install).” These prices are full compensation for the removal and replacement of the paved flume and for equipment, labor, tools, and incidentals.

Earthwork required for the paved flume installation, including construction of a sediment trap, will be measured and paid for under “Earthwork for Erosion and Sediment Control.”

5.4. **Construction Exits.** Contractor-required construction exits from off right of way locations or on-right of way PSLs will not be paid for directly but are subsidiary to pertinent Items.

The work performed and materials furnished in accordance with this Item and measured as provided under “Measurement” for construction exits needed on right of way access to work areas required by the Owner will be paid for at the unit price bid for “Construction Exits (Install)” of the type specified or “Construction Exits (Remove).” This price is full compensation for furnishing and placing materials, excavating, removal and disposal, cleaning vehicles, labor, tools, and incidentals.

When the Owner directs that a construction exit or portion thereof be removed and replaced, payment will be made at the unit prices bid for “Construction Exit (Remove)” and “Construction Exit (Install)” of the type specified. These prices are full compensation for the removal and replacement of the construction exit and for equipment, labor, tools, and incidentals.

Construction of sediment traps used in conjunction with the construction exit will be measured and paid for under "Earthwork for Erosion and Sediment Control."

5.5. **Earthwork for Erosion and Sediment Control.**

- 5.5.1. **Initial Earthwork for Erosion and Sediment Control.** 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 "Excavation (Erosion and Sediment Control, In Place)," "Embankment (Erosion and Sediment Control, In Place)," "Excavation (Erosion and Sediment Control, In Vehicle)," "Embankment (Erosion and Sediment Control, (In Vehicle)," or "Earthwork (Erosion and Sediment Control, In Vehicle)."

This price is full compensation for excavation and embankment including hauling, disposal of material not used elsewhere on the project; embankments including furnishing material from approved sources and construction of erosion-control features; and equipment, labor, tools, and incidentals.

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

- 5.5.2. **Maintenance Earthwork for Erosion and Sediment Control for Cleaning and Restoring Control Measures.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid under a Contractor Force Account Item from invoice provided to the Owner.

This price is full compensation for excavation, embankment, and re-grading including removal of accumulated sediment in various erosion control installations as directed, hauling, and disposal of material not used elsewhere on the project; excavation for construction of erosion-control features; embankments including furnishing material from approved sources and construction of erosion-control features; and equipment, labor, tools, and incidentals.

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

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

- 5.6. **Construction Perimeter Fence.** 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 "Construction Perimeter Fence." This price is full compensation for furnishing and placing the fence; digging, fence posts, wire, and flagging; removal and disposal; and materials, equipment, labor, tools, and incidentals.

Removal of construction perimeter fence will be not be paid for directly but is subsidiary to the installation Item. When the Owner directs that the perimeter fence installation or portions thereof be removed and replaced, payment will be made at the unit price bid for "Construction Perimeter Fence," which is full compensation for the removal and reinstallation of the construction perimeter fence.

- 5.7. **Sandbags for Erosion Control.** Sandbags will be paid for at the unit price bid for "Sandbags for Erosion Control" (of the height specified when measurement is by the foot). This price is full compensation for materials, placing sandbags, removal and disposal, equipment, labor, tools, and incidentals.

Removal of sandbags will not be paid for directly but is subsidiary to the installation Item. When the Owner directs that the sandbag installation or portions thereof be replaced, payment will be made at the unit price bid for "Sandbags for Erosion Control," which is full compensation for the reinstallation of the sandbags.

- 5.8. **Temporary Sediment-Control Fence.** 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 as follows:

- 5.8.1. **Installation.** Installation will be paid for as "Temporary Sediment-Control Fence (Install)." This price is full compensation for furnishing and operating equipment finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.
- 5.8.2. **Removal.** Removal will be paid for as "Temporary Sediment-Control Fence (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.
- 5.9. **Biodegradable Erosion Control Logs.** 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 as follows:
- 5.9.1. **Installation.** Installation will be paid for as "Biodegradable Erosion Control Logs (Install)" of the size specified. This price is full compensation for furnishing and operating equipment finish backfill and grading, staking, proper disposal, labor, materials, tools, and incidentals.
- 5.9.2. **Removal.** Removal will be paid for as "Biodegradable Erosion Control Logs (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.
- 5.10. **Vertical Tracking.** Vertical tracking will not be measured or paid for directly but is considered subsidiary to this Item.

Special Provision to Item 540

Metal Beam Guard Fence



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

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

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

Special Provision to Item 672

Raised Pavement Markers



Item 672, "Raised Pavement Markers" 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 672.1., "Description", is voided and replaced by the following:

Furnish and install raised pavement markers (RPMs) or furnish and install RPMs in recessed grooves in the pavement.

Article 672.2., "Materials", is supplemented by the following:

672.2.4. Equipment. Furnish all equipment, tools, and machinery necessary for the proper prosecution of the work. Furnish equipment, tools, and machinery in good repair and operating condition. All equipment must be approved by the Engineer before beginning work. If at any time, the Engineer determines any equipment is defective to the point that it may affect the quality of the work, that equipment must be immediately repaired or replaced.

The Engineer may require a demonstration of the equipment's capabilities.

672.2.4.1. Planing Machine. Use planing machines that:

- are self-propelled with enough power, traction, and stability to maintain an accurate depth of cut and slope;
- use integral loading and reclaiming devices to allow cutting, removal, and discharge of the material; and
- include devices to control dust created by the cutting action.

672.2.4.2. Sweeper. Use a street sweeper to remove cutting and debris from the planed or textured pavement unless otherwise approved. Equip the sweeper with a water tank, dust control spray assembly, both a pick-up and a gutter broom, and a debris hopper.

Article 672.3., "Construction", is supplemented by the following:

A recessed groove will be cut in the pavement a minimum of 5 in. wide and 13/16 in. deep on a 12 in. diameter. Provide 2 ft. long slopes to expose the front and back of the RPM. Provide slopes that transition from 0 in. (normal pavement) to 13/16 in. depth as detailed in the plans.

The recessed area must be cleaned free of all loose material, and dry before the placement of the RPM. All cuttings and debris resulting from the construction of the recessed area must be completely removed from the surface of the roadway by means of a street sweeper unless otherwise approved. The RPM must be placed in the center of the 13/16 in. deep recessed groove using an approved adhesive material.

Remove the pavement surface for the length, depth, and width shown on the typical section or detail. Do not damage appurtenances or underlying pavement. Repair any pavement damaged as a result of construction operations, at no additional cost to the Department. A straight edge will be placed across the recess to check that the top of the marker is below the pavement.

Spacing and orientation of the RPMs must be as detailed in the plans or as directed.

Article 672.4., "Measurement." The first paragraph is voided and replaced by the following:

This Item will be measured by each RPM or Recessed RPM.

Article 672.5., "Payment." The first paragraph is voided and replaced by the following:

The work performed and supplies furnished in accordance with this Item and measured as provided under "Measurement" will be paid at the unit price bid for "Reflectorized Pavement Marker," "Traffic Button," "Plowable Reflectorized Pavement Marker", or "Recessed Reflectorized Pavement Marker" of the types specified. This price is full compensation for removing existing markers; furnishing and installing RPMs; removing materials to the depth shown; loading, collecting, hauling, and disposing debris; sweeping; and for materials, equipment, labor, tools, and incidentals.



PROJECT CLOSE-OUT CHECK LIST (AS APPLICABLE)

Project Name: BID # 260402 OLD ALICE ROAD - PROJECT

Project PO #:

TASK DESCRIPTION

COMPLETED

DATE

A. General Requirements

1. Certificate of Substantial Completion (AIA G704)
(Executed by Architect/Engineer, Contractor and Owner) _____
2. Inspections Certifications
 - a. Certificate of Occupancy
(By Building Inspections Officials) _____
 - b. Copy of Building Official Inspection Card
(Showing required inspection approvals) _____
 - c. Regulatory Inspection Sign-Offs (as applicable)
 - (1) General Contract _____
 - (2) Plumbing Subcontract _____
 - (3) Fire Protection Contract _____
 - (4) Mechanical Contract _____
 - (5) Electrical Contract _____
 - (6) Certification Reports for All Backflow Assemblies _____
(Includes Plumbing, HVAC, Fire Protection as applicable)
 - (7) Well Water Quality Test Report (if applicable) _____
 - (8) Other Certifications as Required _____
(NCDFS, NC DOT, Land Quality, Local Government, Utilities, Health
Dept., Fireproofing Certification, Structural Steel Inspection Certification, etc.)
3. Closeout Reports & Documentation
 - a. Owner Instruction and Training with Equipment
and Systems _____
(Memo/List of Attendees required for each session)



PROJECT CLOSE-OUT CHECK LIST (AS APPLICABLE)

Project Name: BID # 260402 OLD ALICE ROAD - PROJECT

Project PO #:

<u>TASK DESCRIPTION</u>	<u>COMPLETED</u>	<u>DATE</u>
b. HVAC Test and Balance Report (Approval cover letter from Architect/Engineer required)	_____	_____
c. Attic Stock Turnover (Transfer to Owner with Typed Inventory Required)	_____	_____
d. Keys & Permanent Hardware Changeover (Delivery of Final Keys and Cabinet to Owner; Memo of Hardware Changeover Date)	_____	_____
e. Insurance Coverage Change Over	_____	_____
f. Utility Account Change Over		
(1) Electric Service	_____	_____
(2) Gas Service	_____	_____
(3) Water Service	_____	_____
(4) Other Utility Service	_____	_____
 B. Record Document Requirements		
1. As-built drawings (as applicable)		
a. Site/Civil	_____	_____
b. Architectural & Structural	_____	_____
c. Plumbing	_____	_____
d. Fire Protection	_____	_____
e. Mechanical	_____	_____
f. Electrical	_____	_____
g. Security	_____	_____
h. Other (Kitchen Equipment, etc.)	_____	_____
2. Final Finish Schedule (updated with actual finishes and bound in with O+M Manual)	_____	_____



PROJECT CLOSE-OUT CHECK LIST (AS APPLICABLE)

Project Name: BID # 260402 OLD ALICE ROAD - PROJECT

Project PO #:

<u>TASK DESCRIPTION</u>	<u>COMPLETED</u>	<u>DATE</u>
3. Operation & Maintenance (O+M) Manuals (Approval cover letter from Designer required)	_____	_____
a. Product & Operations Data	_____	_____
b. Maintenance Information	_____	_____
c. Product Warranty Certificates/Maintenance Agreements	_____	_____
4. Shop Drawings - Complete Set (With Architect's Review Stamp)	_____	_____
5. Construction Site Documentation (Contractor's Job Log and Photographs)	_____	_____
C. Final Accounting Requirements - by Contractor		
1. Affidavit of Release of Liens (AIA G706A)	_____	_____
2. Affidavit of Payment of Debts and Claims (AIA G706)	_____	_____
3. Consent of Surety to Final Payment (AIA G707)	_____	_____
4. Final Request for Payment Certified by Architect/Engineer	_____	_____
D. Final Accounting Requirements - by Architect/Engineer		
1. Cover Letter of Approval of Roof Warranty	_____	_____
2. Cover Letter of Approval for O&M Manuals	_____	_____
3. Certification by Architect of Completed Final Punch List	_____	_____
4. Final Completion Certificate executed by Architect/Engineer	_____	_____
5. Final Liquidated Damages analysis by Architect/Engineer	_____	_____
6. Record Drawings (electronic CAD files +set of pdf files + 3 reproducible sets of all drawings based on Contractor As-Built)	_____	_____
7. Certification of Project Compliance	_____	_____
8. MSDS Asbestos Free Building Letter	_____	_____



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<u>TASK DESCRIPTION</u>	<u>COMPLETED</u>	<u>DATE</u>
E. Warranty Period		
1. Pre-Expiration Warranty Inspection (Inspection 30 days prior to warranty expiration date)	_____	_____
F. Cameron County requirements		
1. Final Payment Requires Commission Approval.	_____	_____
2. TDLR Accessibility Compliance Letter from Registered Accessibility Specialist (RAS)	_____	_____
3. Windstorm Certification – Flood Zone Certification, if required in Zone A designated areas for new buildings and additions	_____	_____
4. Required Training documentation/logs, complete with sign in sheets on personnel present for Elevators and Boilers, TDLR certification of Inspection.	_____	_____