

BID NO. 26040

PROPOSAL, SPECIAL PROVISIONS

CONTRACT AND BOND FORMS FOR:

JEFFERSON STREET (CSJ 0918-47-432)

City Plan File No. P-1987



Note: All interested bidders can call in to attend the Optional pre-bid meeting. The meeting will be held virtually on Wednesday, April 15, 2026, at 2:30 PM on Zoom meeting ID: [832 1497 7955](#), passcode: 134575. Bidders call in or link to the meeting through the Zoom platform at the time of the meeting and should notify Michael Chisholm with STV at Michael.Chisholm@stvinc.com who will be taking the meeting attendance list. See PlanetBids at project web site address for details. Attendance of the pre-bid meeting is not a requirement to bid this project.

CITY OF GRAND PRAIRIE

GRAND PRAIRIE, TX 75050

MARCH 2026



03-12-2026

A handwritten signature in blue ink that reads "Michael J. Chisholm".

CITY OF GRAND PRAIRIE

ADVERTISEMENT FOR BIDS

JEFFERSON STREET (CSJ 0918-47-432)

Sealed Bids will be received at the office of the Purchasing Division, 300 West Main Street, City of Grand Prairie, Texas 75050, or via <https://vendors.planetbids.com/portal/53284/portal-home> until 2:30 PM on Friday, April 24, 2026, and then publicly opened and read at the time for the purchase of the following:

BID #26040 – Jefferson Street from SH 161 to Cimarron Trace (CSJ 0918-47-432)

A **Non-Mandatory** Pre-Bid Meeting for general contractors is scheduled for 2:30 PM on Wednesday, April 15, 2026, via Zoom, see Planet Bids project website for details. Attendance will be granted until fifteen (15) minutes after the start of the meeting. Attendance is open to all interested parties, however, one representative of the Prime or General Contractor is recommended to attend. Subcontractors are not required to attend.

Further information and specifications may be obtained at www.gptx.org, <https://vendors.planetbids.com/portal/53284/portal-home>, or from the Purchasing division at (972) 237-8269.

All bids shall be accompanied by a cashier's check or certified check drafted upon a national or state bank in the amount of five (5) percent of the total maximum bid price, payable without recourse to the Owner, or a bid bond in the same amount from a reliable surety company as a guarantee that the bidder will enter into a contract. Bids without a check or bid bond will not be considered. All bid securities will be returned to the respective bidders within thirty (30) days after the bids are opened, except those which the OWNER elects to hold until the successful bidder has executed the contract. Thereafter, all remaining securities, including the security of the successful bidder, will be returned within fifteen (15) days.

The city reserves the right to reject any bids. The city also reserves the right to purchase these items through state-awarded contracts or other intergovernmental agreements when it is in the best interest of the city.

Kimberley Ruiz
Senior Buyer

Published: Ft. Worth Star Telegram – Friday, March 27, 2026, Friday, April 3, 2026, and Friday, April 10, 2026.

TABLE OF CONTENTS

Section	Title	Page
	Procurement and Contracting Requirements	
	Project Cover and Engineer Seal	1
	Advertisement for Bids	2
	Table of Contents (City of Grand Prairie)	3
	Table of Contents (TxDOT)	4
Section 1	Notice to Bidders	6
Section 2	Prevailing Wage Rates for Municipal Construction	15
Section 3	Proposal	17
Section 4	Bidder Qualification Statement and Debarment Certification	35
	Non-Collusion Statement	53
	Disadvantage Business Enterprise (DBE) Requirements	54
	Child Support Statement	55
	State of Texas Child Support Business Ownership Form	56
	Disclosure of Lobbying Activities	57
Section 5	Bid Bond	59
Section 6	Standard Form of Agreement	60
Section 7.1	Performance Bond	62
Section 7.2	Payment Bond	64
Section 9	City of Grand Prairie – General Conditions of Agreement	66
Section 10	City of Grand Prairie – Special Conditions of Agreement	97
Appendix “A”	Traffic Control Plan Application & Guidelines	131
Appendix “B”	Drug-Free Jobsite on City Construction Projects	148
Appendix “C”	Contractor’s Affidavit of Final Payment and Release	157
Appendix “D”	Geotechnical Report	160
Appendix “E”	Oncor Customer Installed Civil Agreement	184
Attachment 1	Pay Estimate Check List	213
Attachment 2	Inspection Report – Erosion Control	214
Attachment 3	Standard Capital Improvement Project Sign Detail (Rev. 5/2024)	215
Attachment 4	Change Order Request Form	216
Attachment 5	Request for Information Form (RFI)	217
	Non-Collusion Statement *	218
	Disadvantage Business Enterprise (DBE) Requirements *	219
	Child Support Statement *	220
	State of Texas Child Support Business Ownership Form *	221
	Disclosure of Lobbying Activities *	222

* - These forms have been duplicated for the convenience of all bidders

Section	Title	Page
	<u>TxDOT Standard Specifications</u> Texas Department of Transportation Technical Specifications Adopted September 1, 2024 Shall Govern on this Project.	224
	Item 1L-9L Cover Sheet	226
1L	Abbreviations and Definitions	227
2L	Instructions to Bidders	239
3L	Award and Execution of Contract	247
4L	Scope of Work	250
5L	Control of Work	254
6L	Control of Materials	260
7L	Legal Relations and Responsibilities	264
8L	Prosecution and Progress	278
9L	Measurement and Payment	287
	Special Provisions (Special Provisions will govern and take precedence over the specification enumerated heron wherever in conflict therewith)	
FHWA 1273	FHWA-1273 Required Contract Provisions Federal-Aid Construction Contracts (Revised October 23, 2023)	293
	Wage Rates	307
	Contractor's Assurance	310
SP 000	Schedule of Liquidated Damages	315
SP 000	Nondiscrimination	316
SP 000	Certification of Nondiscrimination in Employment	318
SP 000	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity	319
SP 000	Standard Federal Equal Employment Opportunity Construction Contract Specifications	323
SP 000	Cargo Preference Act Requirements in Federal Aid Contracts	327
SP 000	Disadvantaged Business Enterprise in Federal Aid Contracts	328
SP Item 6L	Control of Materials	335
	<u>Standard Specifications</u> (Incorporated Into Contact by Reference):	
Item 100	Preparing Right of Way	
Item 104	Removing Concrete	
Item 110	Excavation	
Item 132	Embankment	
Item 160	Topsoil	
Item 162	Sodding for Erosion Control	
Item 194	Roadside Amenity	
Item 247	Flexible Base	
Item 360	Concrete Pavement	
Item 416	Drilled Shaft Foundations	
Item 432	Riprap	
Item 464	Reinforced Concrete Pipe	
Item 465	Junction Boxes, Manholes, and Inlets	

Section	Title	Page
Item 496	Removing Structures	
Item 500	Mobilization	
Item 502	Barricades, Signs, and Traffic Handling	
Item 503	Portable Changeable Message Sign	
Item 506	Temporary Erosion, Sedimentation, and Environmental Controls	
SP Item 506	Temporary Erosion, Sedimentation, and Environmental Controls	338
Item 527	Colored Textured Concrete	
Item 529	Concrete Curb, Gutter, and Combined Curb and Gutter	
Item 530	Intersections, Driveways, and Turnouts	
Item 531	Sidewalks	
Item 536	Concrete Medians and Directional Islands	
Item 610	Roadway Illumination Assemblies	
Item 618	Conduit	
Item 624	Ground Boxes	
Item 644	Small Roadside Sign Assemblies	
Item 662	Work Zone Pavement Markings	
Item 666	Retroreflectorized Pavement Markings	
Item 667	Mobile Retroreflectivity Data Collection for Pavement Markings	
Item 672	Raised Pavement Markers	
Item 677	Eliminating Existing Pavement Markings and Markers	
Item 678	Pavement Surface Preparation for Markings	
Item 680	Highway Traffic Signals	
Item 681	Temporary Traffic Signals	
Item 686	Traffic Signal Pole Assemblies	
Item 690	Maintenance of Traffic Signals and Illumination	
Item 6185	Truck Mounted Attenuator	
	<u>Special Specifications</u> (Special Specifications will govern and take precedence over the specification enumerated heron wherever in conflict therewith)	
	Drill Shaft (500)	349
	Conduit (501 & 504)	349
	Ground Box (502)	349
	Relocate Illumination (503)	350
	Trash Receptacle (406)	350
	Concrete Truck Washout Area (407)	351
	Yellow Nose Medians (725)	351

SECTION 1

NOTICE TO BIDDERS

All Bids shall be uploaded electronically to the project page on PlanetBids found at <https://vendors.planetbids.com/portal/53284/portal-home> or sealed bids shall be delivered to the office of the Engineering and Utility Services Department, 300 West Main Street, East City Hall, Grand Prairie, Texas 75050 until 2:30 PM, Friday, April 24, 2026 and then publicly opened and read, for furnishing all labor, material, and equipment required for the: JEFFERSON STREET (CSJ 0918-47-432). **All Bids shall propose to perform at least 51% of the bid work with the bidder's own forces.** All interested bidders must call in or link to the meeting through Zoom, meeting ID: [883 2490 0281](https://zoom.us/j/88324900281), passcode: 174999 to hear the results of the bid opening. See PlanetBids at the following web site address <https://vendors.planetbids.com/portal/53284/portal-home> for details. Bid related information shall be documented on the blank form(s) of the proposal as furnished with the Project Name, BID#, and date of bid opening clearly documented on the upper left-hand corner.

All proposals shall be accompanied by a cashier's check or certified check drafted upon a national or state bank in the amount of five (5) percent of the total maximum bid price, payable without recourse to the OWNER, or a bid bond in the same amount from a reliable surety company as a guarantee that the bidder will enter into a contract and execute a payment and performance bonds within ten (10) days after award of contract. Bids without check or bid bond will not be considered.

The OWNER will attempt to award the Contract within 90 days after the opening of proposals. The award, if made, shall be to the lowest bidder; but in no case shall the award be made until after investigations are made as the responsibility of the bidder to whom it is proposed to award the Contract. If awarded the Contract, the bidder shall execute the Contract and furnish the required bonds and evidence of insurance within 10 days after receipt of the awarded Contract.

All bid securities will be returned to the respective bidders within thirty (30) days after the bids are opened, except those which the OWNER elects to hold until the successful bidder has executed the contract. Thereafter, all remaining securities, including security of the successful bidder, will be returned within fifteen (15) days.

The successful bidder shall furnish a Performance Bond and Payment Bond, on the forms which are attached hereto, in the amount of 100% of the contract price from an approved surety company holding a permit from the State of Texas to act as surety (and acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States) or other surety or sureties acceptable to the OWNER.

In addition, Bidders may be disqualified, as non-responsive, and their proposals not considered for any of the following specific reasons:

- (1) reasonable belief that collusion exists among the bidders;
- (2) reasonable belief that any bidder is interested in more than one proposal for the work contemplated;
- (3) the bidder having a history of filing frequent, excessive and merit less claims, or fraudulent claims, against the OWNER, or against other contractors on a project of the OWNER;
- (4) the bidder having withdrawn a previous bid after the bid was opened, or the bidder failing to enter into a Contract after submitting a bid;
- (5) the bidder or its surety having defaulted on a previous Contract, or the bidder performing poorly on a previous Contract;
- (6) lack of competency, skill, judgment, financial capability, integrity, reputation, reliability or responsibility to perform the work as revealed by the bid proposal, bid questionnaires, financial statement, performance history or other relevant information obtained by the OWNER;
- (7) uncompleted work which in the judgment of the OWNER shall prevent or hinder the prompt completion of additional work if awarded;
- (8) failure of the bidder to submit a bid bond, or submission of a cashier's check drawn on a state or national bank not located in the OWNER'S jurisdictional area; or
- (9) unbalanced value of any bid items;
- (10) the bidder, its supervisors, or its subcontractors having an unacceptable safety record;
- (11) the bidder, its supervisors, or its subcontractors having misrepresented information in the bid documents including the Bidder's Qualifications or the bidder, its supervisors, or its subcontractors having misrepresented any information on this or past dealings with the OWNER.
- (12) The bid was not in the hands of the Letting Official at the time and location specified in the advertisement,
- (13) 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",
- (14) the Bidder failed to acknowledge receipt of all addenda issued,
- (15) the proposal form was signed by a person who was not authorized to bind the Bidder or Bidders,
- (16) the proposal guaranty did not comply with the requirements contained in this Item,
- (17) the bid was in a form other than the official proposal form issued by the Owner,
- (18) the Bidder modified the bid in a manner that altered the conditions or requirements for work as stated in the proposal form,
- (19) 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,
- (20) 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,
- (21) the Bidder did not meet the requirements of the technical qualification,
- (22) the Bidder failed to submit a DBE commitment as specified in Article 2L.14., "Disadvantaged Business Enterprise (DBE)"

Bidders should carefully examine the plans, specifications, and other documents; visit the work site; fully inform themselves as to all conditions and matters that can in any way affect the work or the costs thereof.

Should a bidder find discrepancies or omissions from the plans, specifications or any other documents or should be in doubt as to the meaning, the bidder should immediately notify the ENGINEER and obtain clarification prior to submitting any bid.

Plans, specifications and bidding documents may be obtained online from PlanetBids on or after Monday, March 30, 2026, at the following web site address <https://vendors.planetbids.com/portal/53284/portal-home>.

If there is any conflict in the contract language, TxDOT Items 1L-9L, Special Specifications, and Special Provisions shall prevail.

BID SPECIFICATION – BID# 26040

1. **INTENT**

It is the intent of this specification to obtain a firm price for furnishing all labor, material, and equipment required for the: Jefferson Street from SH 161 to Cimarron Trace (CSJ 0918-47-432) – Bid consisting of reconstruction of Jefferson Street from east of SH 161 to Cimarron Trace.

2. **CONTACT**

Information, questions, or clarification concerning the intent of this RFB should be in writing and addressed to Kimberley Ruiz at kgruiz@gptx.org by 4:30 p.m. (CST) of the Deadline for Questions outlined in the Procurement Schedule. City of Grand Prairie’s response to questions and requests for clarification will be posted to Planet Bids (www.planetbids.com)

3. **AGREEMENT TERMS AND AWARD**

The most responsible bid deemed to be in the best interest of the City will be submitted to the City of Grand Prairie City Council for award. After award by the City Council, a contract agreement (Section 6) will be issued to the vendor for signature.

4. **PRODUCT REQUIREMENTS**

Please refer to Jefferson Street from SH 161 to Cimarron Trace (CSJ 0918-47-432) Plans and Technical Specifications contained in this bid packet.

5. **WARRANTY**

Please refer to Jefferson Street from SH 161 to Cimarron Trace (CSJ 0918-47-432) Specification contained in this bid packet.

6. **INSURANCE AND DAMAGES**

The awarded vendor shall provide and maintain in force, at no cost to the City, all necessary insurance coverage as required by law, for the life of the price agreement and any subsequent extensions. The awarded vendor shall indemnify and hold harmless the City against any and all loss, damage, and expense for any injury to persons or damage to property arising out of or in connection with the manufacturing, delivery, or use of this product.

7. **BID SUBMITTAL**

The bid shall be submitted on the attached Bid Sheets for Base Bid. Prices shall be filled in and extended where applicable. In the event of a discrepancy between the unit price and the extended price, the unit price shall prevail.

8. **PROPRIETARY INFORMATION**

Any material or information that is considered proprietary in nature must be clearly marked as such and will be treated as confidential by the City of Grand Prairie to the extent permitted under the Open Records Act.

9. **REFERENCES**

List three (3) references, other than City of Grand Prairie, who can verify your performance as a vendor, (this should not include buyers or the purchasing office). Performance should include goods or services, similar to those in this bid, within the duration identified in Section 4. References will be checked, be sure all information is up to date and correct.

10. **BID EVALUATION**

Award will be based the lowest responsible bidder for Base Bid. The City of Grand Prairie will evaluate and award each bid separately. The City of Grand Prairie reserves the right to accept or reject any and all bids. Further, the city reserves the right to enter into any contract deemed to be in the best interest of the city.

11. **PAYMENT**

Please refer to General Conditions of Agreement Table of Contents contained in this bid packet.

12. **DRUG FREE WORKPLACE**

In the interest of job safety and to protect the general public, other contractors and the City's employees from the consequences of accidents that are caused by worker abuse of controlled substances on City construction projects, the bidder certifies by submission of its bid that it will make a good faith effort to maintain a drug-free jobsite.

13. **BONDS**

13.1 **BID BOND**

All bids shall be accompanied by a cashier's check or certified check drafted upon a national or state bank in the amount of five (5) percent of the total maximum bid price, payable without recourse to the Owner, or a bid bond in the same amount from a reliable surety company as a guarantee that the bidder will enter into a contract. Bids without check or bid bond will not be considered. All bid securities will be returned to the respective bidders within thirty (30) days after the bids are opened, except those which the OWNER elects to hold until the successful bidder has executed the contract. Thereafter, all remaining securities, including security of the successful bidder, will be returned within fifteen (15) days.

13.2 **PERFORMANCE BOND**

The successful bidder shall furnish a Performance Bond, on the forms which are attached hereto, in the amount of 100% of the contract price from an approved surety company holding a permit from the State of Texas to act as surety (and acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States) or other surety or sureties acceptable to the OWNER.

13.3 **PAYMENT BOND**

The successful bidder shall furnish a Payment Bond, on the forms which are attached hereto, in the amount of 100% of the contract price from an approved surety company holding a permit from the State of Texas to act as surety (and acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States) or other surety or sureties acceptable to the OWNER.

13.4 **WARRANTY BOND**

The successful bidder shall furnish a Warranty Bond, on the forms which are attached hereto, in the amount of 100% of the contract price from an approved surety company holding a permit from the State of Texas to act as surety (and acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States) or other surety or sureties acceptable to the OWNER.

SPECIAL NOTES:

1. **Bidder Qualification Statement:** The “Bidder Qualification Statement” shall be submitted with this Bid (See Section 4).

2. **Prior to beginning construction, the successful BIDDER shall:**
 - Submit a Construction Schedule.
 - Provide a Barricade Plan (if applicable) two weeks prior to beginning construction.
 - Submit a Site-Specific Trench Safety plans (if applicable).
 - Install Capital Improvement Sign(s).
 - Provide five (5) shop drawings and submittals (if applicable).
 - Distribute City-Generated letters to affected residents.
 - Provide a 24-hour emergency telephone contact.

3. **Within ten (10) working days following the City Council’s Award of the Contract:**
 - The Contractor shall execute all Bid Documents, Applicable Bonds, Certificate of Insurance (Certificate of Insurance in favor of the OWNER with a thirty (30) day notice of cancellation, **naming the “City of Grand Prairie” as an additional insured** and showing that the CONTRACTOR has the coverage required herein. **All coverage shall include a waiver of subrogation clause in favor of the Owner.** The CONTRACTOR shall also file with the OWNER valid Certificates of Insurance covering all sub-contractors.), and Worker Compensation Insurance.
 - Attend a pre-construction meeting with Full Time Superintendent for the contractor present.
 - The CONTRACTOR shall sign the necessary agreements and enter the required Contract with the OWNER. No Contract shall be binding on the OWNER until all authorized signatures required by law have been affixed and the executed Contract delivered to the CONTRACTOR.
 - Failure to Execute: The failure of the CONTRACTOR to execute the Contract or provide the required statutory surety bonds within 10 business days after the Contract is awarded shall constitute a breach of its proposal and the OWNER may annul the award and retain the proceeds of the bid security. The contract may be terminated by the OWNER for any good cause or causes, among others of which special reference is made to the items listed in the Special Notes of the Notice to Bidders and in Section 9-7.01 Abandonment by CONTRACTOR. In the event the OWNER should re-advertise for bids, the defaulting CONTRACTOR may not be eligible to bid.
 - Upon OWNER receipt of the executed Contract and the required insurance and surety bonds, a notice to proceed shall be issued by the OWNER indicating the date upon which the Contract time shall start and the projected date of completion. The CONTRACTOR shall commence work within 10 days from the date specified in the written Notice to Proceed. No work shall commence before the notice to proceed has been issued.

4. All interested bidders may call in and attend the Optional pre-bid meeting. The meeting will be held virtually on Wednesday, April 15, 2026, at 2:30 PM virtually on Zoom **meeting ID: [832 1497 7955](#), passcode: 134575**. Bidders can call in or link to the meeting through the Zoom platform at the time of the meeting. **Attendance of the pre-bid meeting is not a requirement to bid this project.** See PlanetBids on or after Monday, March 30, 2026, at the following website address <https://vendors.planetbids.com/portal/53284/portal-home> for details.
5. *The CONTRACTOR will not be allowed to work on Sundays or the following holidays (it is the contractor's responsibility to confirm each City observed holiday):*
 1. January 1
 2. Martin Luther King Day
 3. Memorial Day
 4. Juneteenth (June 19th)
 5. Independence Day (July 4)
 6. Labor Day
 7. Thanksgiving Day and the day after
 8. Christmas Eve (May be observed the day after Christmas Day as an alternate)
 9. Christmas Day (December 25)
6. Alteration of a sealed document without proper notification of the responsible Engineer is an offense under the Texas Engineering Practice Act.
7. The successful CONTRACTOR is required to provide all bonding information to his/her subcontractors and suppliers upon request; also, all subcontractors shall provide proof of insurance and workman's compensation documents to the general contractor.
8. The CONTRACTOR must provide proof of current certificate of insurance throughout the duration of the project.
9. The contract (including any or all sections or alternates) will be awarded to the lowest responsible Bidder whose evaluation by OWNER indicates that the award will be in the best interests of the OWNER.
10. Mobilization, bonding and insurance costs due to project changes and delays shall be subsidiary to the individual bid items and shall not be billed separately.
11. Change Order proposals shall not include separate costs for labor, equipment and fuel charges unless method 'C' is incorporated in "Section 9-6.04 Extra Work" and shall be agreed upon by the OWNER prior to commencing the extra work by the CONTRACTOR.
12. Extra work such as Change Orders shall utilize the same unit costs submitted by the CONTRACTOR at the time of bidding the Project. See "Section 9-5.02 Estimated Quantities".

13. Storm Water Requirements: The Contractor shall implement Best Management Practices (BMPs) to prevent stormwater pollution in accordance with the current City of Grand Prairie Stormwater Discharges Ordinance (Article XXIII, Section 13).

2. Emergency Response Services Fee: Pursuant to the Code of Federal Regulations, Title 40 (Reimbursement of Local Governments for Emergency Response to Spills of Hazardous Substances) and the City Code of Grand Prairie Article I, Chap. 12 Sec. 12-14 – Hazardous materials Emergency Response Cost Recovery. A Fee of \$1,250 will be charged for Emergency Response Services rendered by the City of Grand Prairie Fire Department to mitigate, control, contain, respond or otherwise protect people and the environment from the release, discharge, leak or spillage of hazardous material related to acts by the Contractor or its agents. **NOTE: This fee will only apply if utilities were previously marked during construction or if identified in the plans.**

SECTION 2

PREVAILING WAGE RATE FOR MUNICIPAL CONSTRUCTION IN GRAND PRAIRIE, TEXAS (TX20220025 General Decision Dated January 7, 2022)

The wage rates below, in accordance with statutory requirements and prevailing local wages, have been determined by the City of Grand Prairie, Texas:

For this specific project, TxDOT Rates must be met.

CONCRETE FINISHER (Paving and Structures).....	\$14.12
ELECTRICIAN	\$19.80
FORM BUILDER/FORM SETTER	
Paving & Curb.....	\$13.16
Structures.....	\$13.84
LABORER	
Asphalt Raker.....	\$12.69
Flagger.....	\$10.06
Laborer, Common.....	\$10.72
Laborer, Utility.....	\$12.32
Pipelaye.....	\$13.24
Work Zone Barricade Servicer.....	\$11.68
POWER EQUIPMENT OPERATOR:	
Asphalt Distributor.....	\$15.32
Asphalt Paving Machine.....	\$13.99
Broom or Sweeper.....	\$11.74
Concrete Pavement Finishing Machine.....	\$16.05
Concrete Saw.....	\$14.48
Crane Operator, Lattice Boom 80 Tons or Less.....	\$17.27
Crane Operator, Lattice Boom over 80 Tons.....	\$20.52
Crane, Hydraulic 80 Tons or Less.....	\$18.12
Crawler Tractor.....	\$14.07
Directional Drilling.....	\$20.32
Excavator, 50,000 pounds or less.....	\$17.19
Excavator, over 50,000 pounds.....	\$16.99
Foundation Drill, Truck Mounted.....	\$21.07
Foundation Drill, Crawler Mounted.....	\$17.99

**PREVAILING WAGE RATE FOR MUNICIPAL CONSTRUCTION IN
GRAND PRAIRIE, TEXAS
(TX20220025 General Decision Dated January 7, 2022)
(continued)**

Front End Loader 3 CY or Less.....	\$13.69
Front End Loader, over 3 CY.....	\$14.72
Loader/Backhoe.....	\$15.18
Mechanic.....	\$17.68
Milling Machine.....	\$14.32
Motor Grader, Fine Grade.....	\$17.19
Motor Grader, Rough.....	\$16.02
Pavement Marking Machine.....	\$13.63
Reclaimer/Pulverizer.....	\$11.01
Roller, Asphalt.....	\$13.08
Roller, Other.....	\$11.51
Scraper.....	\$12.96
Spreader Box.....	\$14.73
Servicer.....	\$14.58
Steel Worker (Reinforcing).....	\$16.18
TRUCK DRIVER	
Lowboy-Float.....	\$16.24
Off Road Hauler.....	\$12.25
Single Axle.....	\$12.31
Single or Tandem Axle Dump Truck.....	\$12.62
Tandem Axle Tractor with Semi Trailer.....	\$12.86
Transit-Mix.....	\$14.14
WELDER.....	\$14.84

Request for additional classifications and wage rates may be submitted to Aaron Long after award, and may be approved only if: (1) the work to be performed by the classification requested is not performed by a classification in the wage determination; (2) the classification is utilized in the area by the construction industry; and (3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination (for the given area and type of construction).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR. 5.5 (a) (1) (ii)).

The CONTRACTOR shall comply with all State and Federal Laws applicable to such work. The preceding are minimum rates. Bidders shall base their bids on rates they expect to pay, if in excess of those listed. The OWNER will not consider claims for extra payment to CONTRACTOR on account of payment of wages higher than those specified.

SECTION 3
PROPOSAL TO
CITY OF GRAND PRAIRIE, TEXAS (OWNER)

For JEFFERSON STREET (CSJ 0918-47-432)

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that the bidder has carefully examined the form of contract, notice to contractors, specifications, and the plans therein referred to; that the bidder has carefully examined the locations, conditions, and classes of materials of the proposed work, apparatus, and other items incidental to construction; and that the bidder will do all work and furnish all materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the ENGINEER as therein set forth.

It is understood that the quantities of work to be performed at unit prices are approximate and are intended principally to serve as a guide in evaluating bids.

The OWNER reserves the right to make changes in the quantities of the work, as may be considered necessary or desirable, and such changes shall not be considered as waiving or invalidating any conditions or provisions of the contract or bonds. The CONTRACTOR shall perform the work as altered, whether increased or decreased, and no allowances shall be made for anticipated profits.

It is further agreed that the quantities of work to be performed at unit prices; or materials to be furnished, may be increased or decreased as deemed necessary by the ENGINEER to fully complete the work as planned. The OWNER reserves the right to increase or decrease the amount of work to be performed by an amount not to exceed twenty-five (25) percent of the original bid. In the event the increase pertains to items not in the original bid, the CONTRACTOR shall submit a bid in writing for the ENGINEER'S review.

It is further agreed that lump sum prices for individual bid items may be increased to cover additional work ordered by the ENGINEER but not shown on the plans or required by the specifications, in accordance with the provision of the general conditions. Similarly, they may be decreased to cover deletion of work so ordered.

The OWNER reserves the right to decrease the work under this contract. Payment to the CONTRACTOR for the contract items shall be made for the actual quantities of work performed and material furnished at the unit prices set forth in the contract, except as provided below.

In the event the twenty-five (25%) percent increase or decrease in quantity of work or material under any major bid item is exceeded, either party to the contract, upon demand, shall be entitled to negotiate for revised consideration of the exceeded portion.

Any revised consideration shall be paid for as is hereinafter provided under Section 9, Item 6.04 of the General Conditions of Agreement. The foregoing notwithstanding, the total original Contract amount shall not be increased more than twenty-five (25%) percent. The CONTRACTOR, by submission of a bid and execution of the Contract, is deemed to consent to the OWNER'S right to reduce the total by up to 25% of the original Contract. A final reconciliation accounting shall be performed to reflect the final quantities and total dollars for the subject project.

Accompanying this proposal is a bidder's bond on a form supplied by the OWNER, a certified check, or a cashier's check payable to the OWNER in the amount of (5% of amount of Bid dollars) (Written Amount) _____ (\$ _____). The bid security accompanying this proposal shall be returned to the bidder unless the bidder fails to execute the contract and obtain a Performance bond within fifteen (15) days of contract award by the owner. In such case, the bid security shall become the property of the OWNER and shall be considered as payment for damages due to delay and other inconveniences suffered by the OWNER on account of such failure by the bidder. It is understood that the OWNER reserves the right to reject any and all bids.

PREPARATION OF PROPOSAL: The bidder shall submit the proposal on forms furnished by the City. The bidder shall fill in the blanks for the "Unit Price" and the "Extended Price" written in ink or by computer printer in numerals. Such prices shall be distinctly legible and the "Unit Price" shall govern. The bidder shall state on the Proposal Summary; **Total and Grand Total** prices, written in ink both in numerals and words, for which he proposes to do the work contemplated or furnish the materials required. In case of discrepancies between prices written in words and numerical prices, **the numerical price shall govern.** If an individual submits the proposal, the individual or a duly authorized agent must sign the proposal. If a firm, association, or partnership submits the proposal, the name and address of each principal or member must be given. If a company or a corporation submits the proposal, the company or corporate name and business address must be given and the proposal signed by an official or duly authorized agent. Powers of Attorney authorizing agents or others to sign proposals must be properly certified and must be in writing and submitted with the proposal. **Any proposal form which includes space for proposer to fill in data must be completed even if not applicable or not needed. If any form is not applicable or not needed, proposer shall mark form as such. Proposer shall include name of Firm submitting proposal in the bottom right-hand corner of any form that is required to be returned as part of proposal, including self-created documents.**

COMPUTER-GENERATED PROPOSAL USE: The electronic bid form posted on PlanetBids shall be used in the bid preparation.

The proposal submittal shall be on 8 ½ inch x 11-inch sheets, landscape view, as prescribed on the Excel format provided by the City of Grand Prairie. The form shall be obtained from the web-site:

<https://vendors.planetbids.com/portal/53284/portal-home>

The use by the bidder of computer-generated proposal pages is an option for the convenience of the bidder and shall not contain added wording intended to modify or amend the wording in the City's form bid proposal, or the provisions of the Contract Documents, including the Details, Specifications, or Special Provisions. All bid items, bid amounts (unit bids and extended totals), subtotals, total amounts for each schedule and the bid schedule summary page (with the total amount for each schedule and for all schedules) must be submitted, and the risk of error, omission, or failure to include each in accordance with, and matching, the City's final published proposal form shall be borne solely by the bidder; and in the event of error, omission, or failure, the bid shall be declared non-responsive. Bidders are, therefore, strongly advised to check with the City of Grand Prairie, Engineering, to ascertain that the bidder has the correct and final published proposal form and all addenda affecting same. The prices in the proposal shall be full compensation for all materials, labor, equipment, testing, and incidental items required to complete the project ready for use. The costs of all material, labor, equipment, and incidental work required to complete the project ready for use must be included in the unit prices for the bid items provided in the proposal, and no direct compensation will be made for any other work.

The bidder shall provide the certification on the computer-generated proposal; otherwise, the bid will be considered non-responsive and rejected.

Bid Tabulation:

Bid tabulations may be accessed and viewed on PlanetBids 48 hours after the bid letting date. The Bid Tabulation shall be placed on the PlanetBids web-site for bidder download.

						BID AMOUNT			
NO.	TxDOT BID ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE (NUMBER ONLY)	EXTENDED PRICE (NUMBER ONLY)			
SECTION I - WORKZONE ITEMS									
100	100	7002	PREPARING ROW	20	STA	\$ -	\$ -		
101	500	7001	MOBILIZATION	1	LS	\$ -	\$ -		
102	502	7001	BARR, SIGNS, AND TRAFFIC HANDLING	10	MO	\$ -	\$ -		
103	503	7001	PORTABLE CHANGEABLE MESSAGE SIGN	320	DAY	\$ -	\$ -		
104	681	7001	TEMPORARY TRAFFIC SIGNALS	1	EA	\$ -	\$ -		
105	662	7061	WK ZN PAV MRK REMOV (W) (4") (BRK)	16911	LF				
106	662	7064	WK ZN PAV MRK REMOV (W) (4") (SLD)	1504	LF				
107	662	7075	WK ZN PAV MRK REMOV (W) (12") (SLD)	2490	LF				
108	662	7097	WK ZN PAV MRK REMOV (Y) (4") (SLD)	10792	LF				
109	677	7001	ELIM EXT PM & MRKS (4")	6483	LF				
110	677	7004	ELIM EXT PM & MRKS (8")	505	LF				
111	677	7008	ELIM EXT PM & MRKS (24")	144	LF				
112	677	7009	ELIM EXT PM & MRKS (ARROW)	8	EA				
113	677	7015	ELIM EXT PM & MRKS (WORD)	2	EA				
			Total Bid Amount (Section I)				\$ -		
			1. The successful Bidder will be required to hold his bid for ninety (90) days.						
			2. The contractor shall agree to the number of calendar days specified, submit a Bid Bond with the completed Bid Items, and include all addenda, Non-Collusion Statement, Child-Support Statement, Business Ownership Form, and Disclosure of Lobbying Activities in the Bid documents.						

NOTE: ITEMS *105* THRU *113* ARE FOR INFORMATIONAL PURPOSES ONLY. COSTS FOR THESE ITEMS ARE TO BE INCLUDED IN BID PRICE FOR ITEM 102.

BID AMOUNT

NO.	TxDOT BID ITEM		DESCRIPTION	QUANTITY	UNIT	UNIT PRICE (NUMBER ONLY)		EXTENDED PRICE (NUMBER ONLY)	
SECTION II - REMOVAL ITEMS									
200	104	7001	REMOV CONC (PAV)	174	SY	\$	-	\$	-
201	104	7006	REMOV CONC (RIPRAP)	23	SY	\$	-	\$	-
202	104	7008	REMOV CONC (MEDIANS)	1126	SY	\$	-	\$	-
203	104	7011	REMOV CONC (DRIVEWAYS)	884	SY	\$	-	\$	-
204	104	7013	REMOV CONC (SIDEWALK, RAMP, OR SUP)	458	SY	\$	-	\$	-
205	104	7017	REMOV CONC (CURB & GUTTER)	2876	LF	\$	-	\$	-
206	104	7041	REMOV CONC (FLUME)	15	SY	\$	-	\$	-
207	496	7002	REMOV STR (INLET)	5	EA	\$	-	\$	-
208	690	7166	REMOVE ROADWAY ILLUM ASSEMBLY (LE	1	EA	\$	-	\$	-
			Total Bid Amount (Section II)					\$	-
			1. The successful Bidder will be required to hold his bid for ninety (90) days.						
			2. The contractor shall agree to the number of calendar days specified, submit a Bid Bond with the completed Bid Items, and include all addenda, Non-Collusion Statement, Child-Support Statement, Business Ownership Form, and Disclosure of Lobbying Activities in the Bid documents.						

BID AMOUNT

NO.	TxDOT BID ITEM		DESCRIPTION	QUANTITY	UNIT	UNIT PRICE (NUMBER ONLY)		EXTENDED PRICE (NUMBER ONLY)	
SECTION III - ROADWAY ITEMS									
300	110	7001	EXCAV (ROADWAY)	9089	CY	\$	-	\$	-
301	132	7006	EMBANK (FNL)(DC)(TY C)	84	CY	\$	-	\$	-
302	194	7007	RDSIDE AMENITY (WHEEL STOP)	4	EA	\$	-	\$	-
303	247	7067	FL BS (CMP IN PLC)(TYP A GR 1-2)(8")	17497	SY	\$	-	\$	-
304	360	7006	CONC PVMT (CRCP)(12")	15516	SY	\$	-	\$	-
305	432	7001	RIPRAP (CONC)(4 IN)	92	SY	\$	-	\$	-
306	527	7001	COLORED TEXTURED CONC (4")	768	SY	\$	-	\$	-
307	529	7005	CONC CURB (TY IV)	24	LF	\$	-	\$	-
308	529	7007	CONC CURB (MONO)(TY II)	6362	LF	\$	-	\$	-
309	530	7006	DRIVEWAYS (CONC)	591	SY	\$	-	\$	-
310	530	7033	INTRSCT, DRVWAYS, & TURNOUT (ACP)	218	SY	\$	-	\$	-
311	531	7001	CONC SIDEWALKS (4")	706	SY	\$	-	\$	-
312	531	7005	CURB RAMPS (TY 1)	2	EA	\$	-	\$	-
313	531	7006	CURB RAMPS (TY 2)	2	EA	\$	-	\$	-
314	531	7010	CURB RAMPS (TY 7)	4	EA	\$	-	\$	-
315	531	7011	CURB RAMPS (TY 10)	10	EA	\$	-	\$	-
316	536	7005	CONCRETE MEDIAN (NOSE)	172	SY	\$	-	\$	-
316	618	7041	CONDT (PVC)(SCH 40)(4")(BORE)	105	LF	\$	-	\$	-
316	624	7001	GROUND BOX TY A (122311)	3	EA	\$	-	\$	-
			Total Bid Amount (Section III)					\$	-
			1. The successful Bidder will be required to hold his bid for ninety (90) days.						
			2. The contractor shall agree to the number of calendar days specified, submit a Bid Bond with the completed Bid Items, and include all addenda, Non-Collusion Statement, Child-Support Statement, Business Ownership Form, and Disclosure of Lobbying Activities in the Bid documents.						

BID AMOUNT

NO.	TxDOT BID ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE (NUMBER ONLY)	EXTENDED PRICE (NUMBER ONLY)		
SECTION IV - DRAINAGE ITEMS								
400	432	7012	RIPRAP (CONC)(FLUME)	2	CY	\$ -	\$ -	
401	464	7004	RC PIPE (CLIII)(21 IN)	10	LF	\$ -	\$ -	
402	464	7005	RC PIPE (CLIII)(24 IN)	9	LF	\$ -	\$ -	
403	464	7007	RC PIPE (CLIII)(30 IN)	19	LF	\$ -	\$ -	
404	464	7009	RC PIPE (CLIII)(36 IN)	5	LF	\$ -	\$ -	
405	464	7010	RC PIPE (CLIII)(42 IN)	13	LF	\$ -	\$ -	
406	464	7011	RC PIPE (CLIII)(48 IN)	4	LF	\$ -	\$ -	
407	465	7001	5-FT STANDARD CURB INLET (COGP)	1	EA	\$ -	\$ -	
408	465	7001	10-FT STANDARD CURB INLET (COGP)	2	EA	\$ -	\$ -	
409	465	7001	15-FT STANDARD CURB INLET (COGP)	2	EA	\$ -	\$ -	
410	465	7001	15-FT RECESSED CURB INLET (COGP)	1	EA	\$ -	\$ -	
411	465	7001	20-FT STANDARD CURB INLET (COGP)	2	EA	\$ -	\$ -	
			Total Bid Amount (Section IV)				\$ -	
			1. The successful Bidder will be required to hold his bid for ninety (90) days.					
			2. The contractor shall agree to the number of calendar days specified, submit a Bid Bond with the completed Bid Items, and include all addenda, Non-Collusion Statement, Child-Support Statement, Business Ownership Form, and Disclosure of Lobbying Activities in the Bid documents.					

BID AMOUNT

NO.	TxDOT BID ITEM		DESCRIPTION	QUANTITY	UNIT	UNIT PRICE (NUMBER ONLY)		EXTENDED PRICE (NUMBER ONLY)	
SECTION V - ILLUMINATION ITEMS									
500	416	7039	DRILL SHAFT (RDWY ILL POLE) (24 IN)	70	LF	\$	-	\$	-
501	618	7030	CONDT (PVC)(SCH 40)(2")	1560	LF	\$	-	\$	-
502	624	7001	GROUND BOX TY A (122311)	2	EA	\$	-	\$	-
503	610	7002	RELOCATE RD IL AM (SHOE-BASE)	1	EA	\$	-	\$	-
504	618	7031	CONDT (PVC)(SCH 40)(2")(BORE)	122	LF	\$	-	\$	-
			Total Bid Amount (Section V)					\$	-
			1. The successful Bidder will be required to hold his bid for ninety (90) days.						
			2. The contractor shall agree to the number of calendar days specified, submit a Bid Bond with the completed Bid Items, and include all addenda, Non-Collusion Statement, Child-Support Statement, Business Ownership Form, and Disclosure of Lobbying Activities in the Bid documents.						

						BID AMOUNT			
NO.	TxDOT BID ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE (NUMBER ONLY)	EXTENDED PRICE (NUMBER ONLY)			
SECTION VI - SIGNING ITEMS									
600	644	7001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	11	EA	\$ -	\$ -		
601	644	7009	IN SM RD SN SUP&AM TY10BWG(1)SB(P)	7	EA	\$ -	\$ -		
			Total Bid Amount (Section VI)				\$ -		
			1. The successful Bidder will be required to hold his bid for ninety (90) days.						
			2. The contractor shall agree to the number of calendar days specified, submit a Bid Bond with the completed Bid Items, and include all addenda, Non-Collusion Statement, Child-Support Statement, Business Ownership Form, and Disclosure of Lobbying Activities in the Bid documents.						

BID AMOUNT

NO.	TxDOT BID ITEM		DESCRIPTION	QUANTITY	UNIT	UNIT PRICE (NUMBER ONLY)		EXTENDED PRICE (NUMBER ONLY)	
SECTION VII - PAVEMENT MARKING ITEMS									
700	666	7018	REFL PAV MRK TY I (W) (8") (DOT)(100MIL)	145	LF	\$	-	\$	-
701	666	7024	REFL PAV MRK TY I (W) (8") (SLD)(100MIL)	1690	LF	\$	-	\$	-
702	666	7030	REFL PAV MRK TY I (W) (12") (SLD)(100MIL)	1070	LF	\$	-	\$	-
703	666	7036	REFL PAV MRK TY I (W) (24") (SLD)(100MIL)	177	LF	\$	-	\$	-
704	666	7042	REFL PAV MRK TY I (W) (ARROW)(100MIL)	23	EA	\$	-	\$	-
705	666	7045	REFL PAV MRK TY I (W) (DBL ARROW)(100M	3	EA	\$	-	\$	-
706	666	7066	REFL PAV MRK TY I (W) (WORD)(100MIL)	2	EA	\$	-	\$	-
707	666	7220	YELLOW MEDIAN NOSE PAINT	40	SY	\$	-	\$	-
708	666	7346	PAVEMENT SLER 4"	6508	LF	\$	-	\$	-
709	666	7348	PAVEMENT SLER 8"	1835	LF	\$	-	\$	-
710	666	7350	PAVEMENT SLER 12"	1070	LF	\$	-	\$	-
711	666	7352	PAVEMENT SLER 24"	177	LF	\$	-	\$	-
712	666	7353	PAVEMENT SLER (ARROW)	23	EA	\$	-	\$	-
713	666	7354	PAVEMENT SLER (WORD)	2	EA	\$	-	\$	-
714	666	7356	PAVEMENT SLER (DBL ARROW)	3	EA	\$	-	\$	-
715	666	7402	REFL PAV MRK TY I (W) 4"(BRK)(100MIL)	6508	LF	\$	-	\$	-
716	666	7405	REFL PAV MRK TY I (W) 4"(SLD)(100MIL)	537	LF	\$	-	\$	-
717	672	7004	REFL PAV MRKR TY II-A-A	44	EA	\$	-	\$	-
718	672	7006	REFL PAV MRKR TY II-C-R	317	EA	\$	-	\$	-
719	678	7001	PAV SURF PREP FOR MRK (4")	6508	LF	\$	-	\$	-
720	678	7004	PAV SURF PREP FOR MRK (8")	1835	LF	\$	-	\$	-
721	678	7006	PAV SURF PREP FOR MRK (12")	1070	LF	\$	-	\$	-
722	678	7008	PAV SURF PREP FOR MRK (24")	177	LF	\$	-	\$	-
723	678	7009	PAV SURF PREP FOR MRK (ARROW)	23	EA	\$	-	\$	-
724	678	7010	PAV SURF PREP FOR MRK (DBL ARROW)	3	EA	\$	-	\$	-
725	678	7016	PAV SURF PREP FOR MRK (WORD)	2	EA	\$	-	\$	-
			Total Bid Amount (Section VII)					\$	-
			1. The successful Bidder will be required to hold his bid for ninety (90) days.						
			2. The contractor shall agree to the number of calendar days specified, submit a Bid Bond with the completed Bid Items, and include all addenda, Non-Collusion Statement, Child-Support Statement, Business Ownership Form, and Disclosure of Lobbying Activities in the Bid documents.						

BID AMOUNT

NO.	TxDOT BID ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE (NUMBER ONLY)	EXTENDED PRICE (NUMBER ONLY)		
SECTION VIII - EROSION ITEMS								
800	-	-	STORMWATER POLLUTION PRVEN PLAN	1	LS	\$ -	\$ -	
801	160	7002	FURNISH & PLACING TOPSOIL (4")	2855	SY	\$ -	\$ -	
802	162	7002	BLOCK SODDING	2855	SY	\$ -	\$ -	
803	506	7004	INLET PROTECTION	12	EA	\$ -	\$ -	
804	506	7020	CONSTRUCTION EXITS (INSTALL) (TY 1)	27	SY	\$ -	\$ -	
805	506	7024	CONSTRUCTION EXITS (REMOVE)	27	SY	\$ -	\$ -	
806	506	7039	TEMP SEDMT CONT FENCE (INSTALL)	1356	LF	\$ -	\$ -	
807	506	7041	TEMP SEDMT CONT FENCE (REMOVE)	1356	LF	\$ -	\$ -	
808	-	-	TRASH RECEPTABLE	2	EA	\$ -	\$ -	
809	-	-	CONCRETE TRUCK WASHOUT AREA	6	EA	\$ -	\$ -	
			Total Bid Amount (Section VIII)				\$ -	
			1. The successful Bidder will be required to hold his bid for ninety (90) days.					
			2. The contractor shall agree to the number of calendar days specified, submit a Bid Bond with the completed Bid Items, and include all addenda, Non-Collusion Statement, Child-Support Statement, Business Ownership Form, and Disclosure of Lobbying Activities in the Bid documents.					

BID AMOUNT

_____ (Company) certifies that the Unit Prices shown on this computer print-out for all of the bid items and the alternates contained in this proposal are the Unit Prices intended, and that its bid will be tabulated using these Unit Prices and no other information from this print-out.

The Company further acknowledges and agrees that the Total Bid Amount shown will be read as its Total Bid and further agrees that the official Total Bid Amount will be determined by multiplying the Unit Bid Prices shown in this print-out by the respective estimated quantities shown in the proposal and then totaling all of the extended amounts.

Signed: _____

Print Name: _____

Title: _____

Date: _____

**JEFFERSON STREET
BID PROPOSAL**

RECAP

**JEFFERSON STREET (CSJ 0918-47-432)
BID #: 26040**

<u>Base Bid</u>	<u>AMOUNT</u>	
Section I (Workzone)	\$	-
Section II (Removal)	\$	-
Section III (Roadway)	\$	-
Section IV (Drainage)	\$	-
Section V (Illumination)	\$	-
Section VI (Signing)	\$	-
Section VII (Pavement Markings)	\$	-
Section VIII (Erosion)	\$	-
Total Base Bid (Sections I thru VIII):	\$	-

Proposal Summary

Bid Proposal
Base Bid

SECTION I - WORKZONE ITEMS

	Amount	
A. Material Incorporated into Work	\$	-
B. Materials Not Incorporated with Work	\$	-
C. Other, Labor, etc.	\$	-
Total (A + B + C)	\$	-

NOT TO EXCEED TOTAL AMOUNT OF SECTION I (A+B+C) IN WORDS

SECTION II - REMOVAL ITEMS

A. Material Incorporated into Work	\$	-
B. Materials Not Incorporated with Work	\$	-
C. Other, Labor, etc.	\$	-
Total (A + B + C)	\$	-

NOT TO EXCEED TOTAL AMOUNT OF SECTION I (A+B+C) IN WORDS

SECTION III - ROADWAY ITEMS

A. Material Incorporated into Work	\$	-
B. Materials Not Incorporated with Work	\$	-
C. Other, Labor, etc.	\$	-
Total (A + B + C)	\$	-

NOT TO EXCEED TOTAL AMOUNT OF SECTION I (A+B+C) IN WORDS

SECTION IV - DRAINAGE ITEMS

A. Material Incorporated into Work	\$	-
B. Materials Not Incorporated with Work	\$	-
C. Other, Labor, etc.	\$	-
Total (A + B + C)	\$	-

NOT TO EXCEED TOTAL AMOUNT OF SECTION I (A+B+C) IN WORDS

SECTION V - ILLUMINATION ITEMS

A. Material Incorporated into Work	\$	-
B. Materials Not Incorporated with Work	\$	-
C. Other, Labor, etc.	\$	-
Total (A + B + C)	\$	-

NOT TO EXCEED TOTAL AMOUNT OF SECTION I (A+B+C) IN WORDS

SECTION VI - SIGNING ITEMS

A. Material Incorporated into Work	\$	-
B. Materials Not Incorporated with Work	\$	-
C. Other, Labor, etc.	\$	-
Total (A + B + C)	\$	-

NOT TO EXCEED TOTAL AMOUNT OF SECTION I (A+B+C) IN WORDS

SECTION VII - PAVEMENT MARKING ITEMS

A. Material Incorporated into Work	\$	-
B. Materials Not Incorporated with Work	\$	-
C. Other, Labor, etc.	\$	-
Total (A + B + C)	\$	-

NOT TO EXCEED TOTAL AMOUNT OF SECTION I (A+B+C) IN WORDS

SECTION VIII - EROSION ITEMS

A. Material Incorporated into Work	\$	-
B. Materials Not Incorporated with Work	\$	-
C. Other, Labor, etc.	\$	-
Total (A + B + C)	\$	-

NOT TO EXCEED TOTAL AMOUNT OF SECTION I (A+B+C) IN WORDS

TOTAL BASE BID (SECTIONS I THRU VII)

A. Material Incorporated into Work	\$	-
B. Materials Not Incorporated with Work	\$	-
C. Other, Labor, etc.	\$	-
Total (A + B + C)	\$	-

NOT TO EXCEED TOTAL AMOUNT OF SECTION I (A+B+C) IN WORDS

The CONTRACTOR agrees to complete the work for the Base Bid (Sections I THRU VII) within 330 working days.

END OF NOTICE TO BIDDERS

NOTES:

1. The successful Bidder will be required to hold his Bid Prices for a period of ninety (90) days. This Contract is issued by an organization, which qualifies for exemption pursuant to the provisions of Article 20.04 [F] of the Texas Limited Sales, Excise and Use Tax. All equipment and materials not consumed by or incorporated into the project construction are subject to State Sales Tax under House Bill 11, enacted on August 15, 1991. All such taxes shall be included in the various amounts on the proposal form. The Bidder shall submit a breakdown between labor and material costs, as set up in the Proposal [Section 3].

NOTE: The City qualifies for exemption from State and Local Sales Tax pursuant to the provisions of the Texas Limited Sales, Excise and Use Tax Act. The CONTRACTOR performing this contract may purchase, rent or lease all materials, supplies, equipment used or consumed in the performance of this contract by issuing to his suppliers an exemption certificate in lieu of the tax. Any such exemption certificate issued by the CONTRACTOR in lieu of the tax shall be subject to the provisions of the State Comptroller and any other applicable state regulation or laws.

2. Bidder is required to submit bids for all Sections of the Project for his/her bid to be considered.

The Bidder is cautioned that the State Law regarding tax exemption for Capital Improvement Projects has been revised. The CONTRACTOR shall be responsible for obtaining the latest information from the State Comptroller's Office and bid accordingly.

The CONTRACTOR shall agree to the number of working days specified, submit the Bidders Qualification Statement, a Bid Bond with the completed Bid Items, including all bids, and all addenda in the bid documents; otherwise the bid will be considered non-responsive and will be rejected. The CONTRACTOR shall provide the OWNER with a signed contract to include all the specified bonds and insurance, within ten (10) working - days following the City Council award date.

If the CONTRACTOR is required to perform any additional work above the original approved contract, the CONTRACTOR may request, in writing, additional working days for the completion of the extra work. Hence, all additional working day requests shall be submitted in writing. Review of such request shall be provided under Section 9, Item 4.02 (Extension of Time). In the event of the award of the contract to the undersigned, the undersigned will furnish a performance bond for the full amount of contract to secure proper compliance with the terms and provisions of the contract and to insure and to guarantee the work until final completion and acceptance and to guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the contract. The proposed work shall be accepted when fully completed and finished in accordance with the plans and specifications to the satisfaction of the ENGINEER.

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final.

Receipt is hereby acknowledged of the following addenda to the contract documents. Bid Item Changes in Addenda shall also be reflected in an updated Computer-Generated Proposal available for Download with each Addendum issued.

Addendum No. 1 Dated _____ Received _____

Addendum No. 2 Dated _____ Received _____

Addendum No. 3 Dated _____ Received _____

Addendum No. 4 Dated _____ Received _____

Addendum No. 5 Dated _____ Received _____

Addendum No. 6 Dated _____ Received _____

Signed _____

Printed Name _____

By _____
Title

Official Correspondence Information

C/O: _____
Printed Name

Address _____

City _____ State _____ Zip Code _____

Phone Number: (____) _____ E-mail Address: _____

SECTION 4

ALL BIDDERS ARE NOTIFIED THAT THE FOLLOWING QUALIFICATION STATEMENT MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL

CONTRACTOR'S QUALIFICATIONS

The CONTRACTOR shall show that he has experience with similar projects that require working in confined areas near many physical features (such as: fences, utility poles, guy lines, gas lines and meters, wastewater manholes and cleanouts, etc.) which will require the CONTRACTOR to plan his work efforts and equipment needs with these limitations in mind. The CONTRACTOR shall submit a complete list of ALL Municipal and Similar Non-Municipal current and completed projects for the past three (3) years for review. This list shall include the names of supervisors and type of equipment used to perform this work.

BIDDERS QUALIFICATION STATEMENT

BID # 26040 – JEFFERSON STREET (CSJ 0918-47-432)

Contractor: _____

Indicate One: _____ Sole Proprietor _____ Partnership _____ Other
 _____ Corporation _____ Joint Venture

Name: _____ Partner: _____

Title: _____ Title: _____

Address: _____ Address: _____

City: _____ City: _____

State & Zip: _____ State & Zip: _____

Phone: _____ Phone: _____

Previous Company Names Used or Companies Acquired Within the Previous 10 Years:

State and Date of Incorporation, Partnership, Ownership, Etc. _____

Location of Principal Office: _____

Contact and Phone at Principal Office: _____

Liability Insurance Provider and Limits of Coverage: _____

Workers Compensation Insurance Provider: _____

Surety (Performance and Payment): _____

Address: _____

Contact and Phone: _____

Superintendent and Backup Superintendent: **Attach a Work Resume on a separate sheet(s).** The superintendent shall be able to communicate in English and not operate any equipment and have not had any verified job safety violations in the past five years. **Attach additional sheet(s) to verify safety record as required.** Any variations shall be reviewed by the OWNER for approval or denial. A job site shall be shut down if proper supervision is not provided.

Superintendent Name

Backup Superintendent Name

Safety Record – List ALL Verified Violations for Superintendent and Backup Superintendent with explanation, date and action taken to correct future safety violations:

Superintendent

Backup Superintendent

Total Number of Employees to be Associated with this Job: _____

Managerial _____ Administrative _____ Professional _____
Skilled _____ Semi-Skilled _____ Other _____

Percentage of work anticipated to be done by Bidder's Employees
(Based on Dollars Bid): _____

Percentage of work anticipated to be done by Bidder's Subcontractors
(Based on Dollars Bid): _____

Type(s) of work to be done by Bidder's Employees (examples: concrete paving, structural concrete, waterlines, wastewater lines, storm pipe, storm inlets, excavation, lime, bridge fencing, etc.)

Access to Tools and Equipment: Percent Owned ___ Percent Rented ___

Number of Years in Business as a Contractor on Above Types of Works: _____

Information and Type(s) of Work to be done by Sub-Contractors: Include name, address, phone number, references and similar work experience of each sub-contractor. Use additional sheets if needed.

Type of Work	Sub-Contractor
--------------	----------------

Equipment List: List Equipment to be used on this project (Make/Model/Age of Major Equipment). Any Equipment not listed shall be reviewed by the OWNER for approval or rejection prior to use of Equipment on this project. (Use additional sheets if necessary)

Type of Equipment	Make	Model	Age (years)
-------------------	------	-------	-------------

Previous Projects: List of completed projects of similar type work for the past five (5) years. (Use additional sheets if necessary.)

1. Project: _____

Percent Complete: _____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Detailed Project Description: _____

Owner/Agency: _____

Year Started: _____ Contract Price: _____

Contact Person: _____ Phone: _____

2. Project: _____

Percent Complete: _____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Detailed Project Description: _____

Owner/Agency: _____

Year Built: _____ Contract Price: _____

Contact Person: _____ Phone: _____

3. Project: _____

Percent Complete: _____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Detailed Project Description: _____

Owner/Agency: _____

Year Started: _____ Contract Price: _____

Contact Person: _____ Phone: _____

4. Project: _____

Percent Complete: _____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Detailed Project Description: _____

Owner/Agency: _____

Year started: _____ Contract Price: _____

Contact Person: _____ Phone: _____

5. Project: _____

Percent Complete: _____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Detailed Project Description: _____

Owner/Agency: _____

Year Started: _____ Contract Price: _____

Contact Person: _____ Phone: _____

Current Projects: List active projects of similar type work:

1. Project: _____

Percent Complete: _____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Detailed Project Description: _____

Owner/Agency: _____

Year Started: _____ Contract Price: _____

Contact Person: _____ Phone: _____

2. Project: _____

Percent Complete: _____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Detailed Project Description: _____

Owner/Agency: _____

Year Built: _____ Contract Price: _____

Contact Person: _____ Phone: _____

3. Project: _____

Percent Complete: _____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Detailed Project Description: _____

Owner/Agency: _____

Year Started: _____ Contract Price: _____

Contact Person: _____ Phone: _____

4. Project: _____

Percent Complete: _____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Detailed Project Description: _____

Owner/Agency: _____

Year started: _____ Contract Price: _____

Contact Person: _____ Phone: _____

5. Project: _____

Percent Complete: _____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

Detailed Project Description: _____

Owner/Agency: _____

Year Started: _____ Contract Price: _____

Contact Person: _____ Phone: _____

References: Use a separate sheet if needed.

Trade references (List Company, Address, Contact Person, and Phone):

Bank References (List Institution, Address, Contact Person, and Phone)

Municipal References (List Municipality, Address, Contact Person, and Phone)

Claims and Suits (if the answer to any of the following questions is yes, please attach details):

1. Has your organization ever failed to complete any work awarded to it? _____
2. Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or officers? _____
3. Has your organization filed any lawsuits or requested arbitration regarding construction contracts within the last five years? _____
4. Within the last five (5) years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? _____

I, _____, being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Date this _____ day of _____, 20____.

Name of Organization: _____

By: _____

Title: _____

STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME the undersigned authority, on this day personally appeared _____, known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____ 20____.

Notary Public in and for _____ County, Texas

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or criminal offence connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transactional violation of Federal of State antitrust statutes or commission on embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charge by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three (3) year period preceding this application/proposal had one or more public transaction (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five (5) years, or both.

Printed Name & Title of Authorized Representative

Typed Name & Title of Authorized Representative

Firm Name

Signature of Authorized Representative

Date

OFFICE USE ONLY

Verified Sam.Gov website: _____

Signature

Date

BOYCOTTS

VENDOR VERIFIES THAT: (1) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of the contract discriminate against a firearm entity or firearm trade association; (2) It does not “boycott Israel” as that term is defined in Texas Government Code § 808.001 and it will not boycott Israel during the term of this contract; and (3) It does not “boycott energy companies,” as those terms are defined in Texas Government Code §§ 809.001 and 22774.001, and it will not boycott energy companies during the term of the contract.

Printed Name & Title of Authorized Representative

Typed Name & Title of Authorized Representative

Firm Name

Signature of Authorized Representative

Date

CONFLICT OF INTEREST

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the Engineering Department not later than the seventh (7th) business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for bid or proposal, correspondence, or another writing related to a potential agreement with the City. The Conflict-of-Interest questionnaire **form is available on the reverse side of this notice** or from the Texas Ethics Commission at www.ethics.state.tx.us.

The full text of the Local Government Code related to Conflict of Interest is available at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.171.htm>. Detailed information related to vendors is found in Section § 176.006 “DISCLOSURE REQUIREMENTS FOR VENDORS AND OTHER PERSONS; QUESTIONNAIRE”.

SEE NEXT PAGE

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

OFFICE USE ONLY

Date Received

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1 Name of person who has a business relationship with local governmental entity.

2 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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4 _____
Signature of person doing business with the governmental entity

Date

Company Represented _____

Adopted 06/29/2007

ADDITIONAL BIDDER FORMS

The following two **SWMBE** forms, Non-Collusion Statement, Child-Support Statement, Business Ownership Form and Disclosure of Lobbying Activities shall be completed as part of the Bid. Bid related information shall be documented on the attached blank **SWMBE** forms documenting **Small Grand Prairie Business, Women Owned Business and Minority Owned Business** participation in the proposed bid and the completed forms shall be included with the **Bid**. Completion and upload of the attached two **SWMBE** forms, Non-Collusion Statement, Child-Support Statement, Business Ownership Form and Disclosure of Lobbying Activities will be required to bid on this project.

LIST OF ALL SUPPLIERS

TRADE AREA OR SCOPE	BUSINESS HEADQUARTER LOCATION City, State	NAME OF COMPANY	DOLLAR AMOUNT	IDENTIFY if firm is a SBE/MBE/WBE/HUB List all that apply

Reporting of the expenditure data is required to assist with City of Grand Prairie efforts to capture payments to small, minority and women-owned businesses. This document, including the Contractor's certification of the information, will become part of the contract awarded for this project, and the Supplier must report any additions, deletions, or substitutions to this certified list to the City of Grand Prairie Purchasing Department.

CERTIFICATION

By my signature I affirm all items as listed above have been completed and submitted as part of my firm's proposal.

_____ Title _____
 Authorized Signature

_____ Date _____
 Print/Type Name

This Document Must be Submitted with your Bid/Proposal.

NON-COLLUSION STATEMENT

The undersigned 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, and that 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.

Vendor: _____

Address: _____

City, State, Zip Code: _____

Phone: _____

Fax: _____

Authorized Rep. (Name): _____

Signature of Authorized Rep.: _____

Position with Company: _____

E-Mail (if available): _____

EXCEPTIONS (IF ANY) FORM BID SPECIFICATIONS:

Control: 0918-47-432
Project:
Highway: CS (Local Arterial)
County: Dallas

DISADVANTAGED BUSINESS ENTERPRISES REQUIREMENTS

The following goal for disadvantaged business enterprises is established:

DBE: 0%

CHILD SUPPORT STATEMENT

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

State of Texas Child Support Business Ownership Form

County: _____

Project Name: _____

TxDOT CSJ: _____

LG Project Number: _____

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 City of Grand Prairie. 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.

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

SECTION 5

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we, _____ Principal
(CONTRACTOR), and _____ Surety, are held and firmly bound
unto OWNER, Obligee, in the sum of _____ (Written Amount)
_____ (\$ _____).

FIVE PERCENT OF AMOUNT BID BY PRINCIPAL (\$ _____) Dollars (5% of Bid) as
a proper measure of liquidated damages for the payment of which we bind ourselves, our legal
representatives, successors and assigns, jointly and severally, firmly by this Obligation

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for

JEFFERSON STREET (CSJ 0918-47-432)

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as
may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the
bidding or contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to
Obligee the damages which Obligees may suffer by reason of such failure not exceeding the amount of
this bond, then this obligation shall be void; otherwise to remain in full force and effect.

Signed, sealed and dated ____ day of _____, 20____.

By: _____ (Seal)
Principal

By: _____
Attorney-in-Fact

SECTION 6

STANDARD FORM OF AGREEMENT

STATE OF TEXAS §

COUNTY OF DALLAS §

THIS AGREEMENT, made and entered into this _____ day of _____, 20_ by and between the City of Grand Prairie of the County of Dallas and State of Texas, acting through the City Manager of the City of Grand Prairie thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and _____ of the City of _____ County of _____ and State of _____, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of _____ Dollars (\$ _____) and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows:

JEFFERSON STREET (CSJ 0918-47-432)

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement 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 and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to Contractors, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefore, as prepared by Aaron Long herein entitled the ENGINEER, each of which has been identified by the CONTRACTOR and the ENGINEER, together with the CONTRACTOR'S written Proposal, the General Conditions of the Agreement, and the Performance and Payment 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 ten (10) days after the date written notice to do so shall have been given to him, and to complete the same within 330 working days after the date of the written notice to commence work, subject to such extensions of time as are provided by the General and Special Conditions in Section 9 of this Bid Book.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the contract.

IN WITNESS WHEREOF, the parties to this instrument have executed this Agreement in the year and day first above written.

Party of the Second Part (CONTRACTOR)

By:_____

Title

Attest:_____

The City of Grand Prairie
Party of the First Part (OWNER)

By:_____
(Deputy City Manager)

ATTEST:_____
(City Secretary)

Approved as to form

(City Attorney)

SECTION 7

PERFORMANCE BOND

STATE OF TEXAS §

COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS That we, _____ of the City of _____ County of _____, and State of _____ as, Principal (CONTRACTOR), and _____ authorized under the laws of the State of Texas to act as Surety on bonds for principals are held and firmly bound onto, the City of Grand Prairie (OWNER), in the sum of (Written Amount) _____ Dollars (\$ _____) as a proper measure of liquidated damages, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these this obligation:

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the _____ day of, _____, 20____, to do:

JEFFERSON STREET (CSJ 0918-47-432)

which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the Principal to be observed and performed and according to the true intent and meaning of said Contract and the Plans and Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect:

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code (formerly Article 5160 of Vernon’s Annotated Civil Statute) and this Bond and all of the provisions herein contained shall be solely for the protection of the named OWNER which has awarded the contract referred to.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anywise 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 to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument
this __ day of _____, 20__.

Principal

Surety

By: _____

Title: _____

Address: _____

THE PORTION BELOW MUST BE FILLED OUT.

The name and address of the Resident Agent of Surety is:

PHONE: (____) _____

PAYMENT BOND

STATE OF TEXAS §

COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS: That we, _____ of the City of _____ County of _____, and State of _____, as, Principal (CONTRACTOR), and _____ authorized under the laws of the State of Texas to act as Surety on bonds for principals are held and firmly bound onto, the City of Grand Prairie (OWNER), in the penal sum of _____ (Written Amount) _____ Dollars (\$ _____) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by this obligation:

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the ____ day of _____, 20__ to do:

JEFFERSON STREET (CSJ 0918-47-432)

which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said Contract, then, this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anywise 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 to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument this _____ day of _____, 20_____.

Principal

Surety

By:_____

Title:_____

Address:_____

THE PORTION BELOW MUST BE FILLED OUT.

The name and address of the Resident Agent of Surety is:

PHONE #: () _____

SECTION 9

GENERAL CONDITIONS OF AGREEMENT TABLE OF CONTENTS

9-1 Definition of Terms

9-1.01	OWNER, CONTRACTOR and ENGINEER	9.3
9-1.02	Contract Documents and Standard Specifications.....	9.3
9-1.03	Sub-Contractor	9.4
9-1.04	Written Notice	9.4
9-1.05	Work.....	9.4
9-1.06	Extra Work	9.4
9-1.07	Working Day	9.4
9-1.07a	Engineering Construction Inspection Overtime.....	9.4
9-1.08	Working Day	9.6
9-1.09	Substantially Completed	9.6
9-1.10	Inspection	9.6

9-2 Responsibilities of the ENGINEER and the Contractor

9-2.01	OWNER-ENGINEER Relationship	9.7
9-2.02	Professional Inspection by ENGINEER.....	9.7
9-2.03	Payments for Work	9.7
9-2.04	Initial Determinations.....	9.7
9-2.05	Lines and Grades.....	9.7
9-2.06	Contractor's Duty and Superintendent	9.8
9-2.07	Contractor's Understanding.....	9.9
9-2.08	Character of Workers	9.9
9-2.09	Field Offices	9.9
9-2.10	Sanitation.....	9.9
9-2.11	Shop Drawings	9.9
9-2.12	Preliminary Approval.....	9.10
9-2.13	Defects and Their Remedies	9.10
9-2.14	Changes and Alterations	9.10

9-3 General Obligations and Responsibilities

9-3.01	Keeping of Plans, Specifications and As Builts Accessible.....	9.12
9-3.02	Ownership of Drawings	9.12
9-3.03	Adequacy of Design.....	9.13
9-3.04	Right of Entry	9.13
9-3.05	Collateral Contracts.....	9.13
9-3.06	Discrepancies and Omissions.....	9.13
9-3.07	Equipment, Materials and Construction Area.....	9.13
9-3.08	Damages.....	9.14
9-3.09	Protection Against Accident to Employees and the Public	9.14
9-3.10	Performance and Payment Bonds.....	9.14

SECTION 9
GENERAL CONDITIONS OF AGREEMENT TABLE OF CONTENTS
(continued)

9-3.11	Losses from Causes.....	9.15
9-3.12	Protection of Adjoining Property.....	9.15
9-3.13	Protections Against Claims of Sub-Contractors, Etc.....	9.15
9-3.14	Protection Against Royalties or Patented Invention.....	9.15
9-3.15	Laws and Ordinances.....	9.16
9-3.16	Assignment and Subletting.....	9.16
9-3.17	Indemnification.....	9.16
9-3.18	Contractor's Liability Insurance.....	9.17
9-3.19	Workers' Compensation Insurance.....	9.17
9-3.20	Certificate of Insurance.....	9.20

9-4 Procession and Progress

9-4.01	Time and Order of Completion.....	9.21
9-4.02	Extension of Time.....	9.21
9-4.03	Hindrances and Delays.....	9.21

9-5 Measurement and Payment

9-5.01	Quantities and Measurements.....	9.22
9-5.02	Estimated Quantities.....	9.22
9-5.03	Price of Work.....	9.22
9-5.04	Partial Payment.....	9.23
9-5.05	Use of Completed Portions.....	9.24
9-5.06	Final Completion and Acceptance.....	9.24
9-5.07	Final Payment.....	9.24
9-5.08	Payments Withheld.....	9.25
9-5.09	Delayed Payments.....	9.25
9-5.10	Materials on Hand.....	9.25

9-6 Extra Work and Claims

9-6.01	Change Orders.....	9.26
9-6.02	Minor Changes.....	9.26
9-6.03	Variance from Specific Compliance.....	9.26
9-6.04	Extra work.....	9.27
9-6.05	Arbitration.....	9.28
9-6.06	Time of Filing Claims.....	9.28

9-7 Abandonment of Contract

9-7.01	Abandonment by Contractor.....	9.29
9-7.02	Abandonment by Owner.....	9.31
9-7.03	Waiver of Attorney's Fees.....	9.31

9-1 DEFINITIONS OF TERMS

9-1.01 OWNER, CONTRACTOR AND ENGINEER:

The OWNER, the CONTRACTOR and the ENGINEER are those persons or organizations identified as such in the Agreement and are referred to throughout the Contract Documents as if singular in number and masculine in gender. The term "ENGINEER" in these specifications shall be understood as referring to Aaron Long of Grand Prairie, Texas or other such ENGINEER, Superintendent, or Inspector as authorized by said OWNER to act in any particular position. The ENGINEER shall also be understood to be the ENGINEER of the OWNER, and nothing contained in the Contract Documents shall create any contractual or agency relationship between the ENGINEER and the CONTRACTOR.

9-1.02 CONTRACT DOCUMENTS AND STANDARD SPECIFICATIONS:

The Contract Documents shall consist of the Notice to Bidders, Prevailing Wage Rates for Municipal Construction, Proposal, Bid Bond, Standard Form of Agreement, Performance Bond and Payment Bond, Warranty Bond, General Conditions of Agreement, Special Conditions of Agreement, Traffic Control Guidelines, Drug-Free Jobsite on City Construction Projects, Contractor's Affidavit of Final Payment and Release, Capital Improvement Project Sign Detail, Construction Plans and Details, Technical Specifications, North Central Texas Standard Specifications for Public Works Construction Latest Edition (N.C.T.C.O.G.), Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges, Latest English System Edition, and Special Bonds (when required).

The Contract Documents are complementary, and what is called for by anyone shall be as binding as if called for by all. In case of conflict between any of the Contract documents, priority of control shall be in the following order; Notice to Bidder, Special Conditions of Agreement, Construction Plans and Details, Technical Specifications, Standard Form of Agreement, Performance and Payment Bonds, Special Bonds (if any), Proposal, General Conditions of Agreement, North Central Texas Standard Specifications for Public Works Construction latest Edition (N.C.T.C.O.G.), and Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges, Latest English System Edition.

It will be the CONTRACTOR'S responsibility to keep a copy of the City, Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges, and N.C.T.C.O.G. specifications with the latest revision. Copies of the N.C.T.C.O.G. specification can be obtained from - NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS, PO DRAWER COG, ARLINGTON, TEXAS 76005-5888 (817) 461-3300.

Interpretation - No provision of this contract shall be construed against or interpreted to the disadvantage of any party by any arbitrator or any court or other governmental or judicial authority by reason of such party having or being deemed to have drafted, prepared, structured or dictated such provisions. The OWNER, ENGINEER, and CONTRACTOR are of equal bargaining position and have executed this contract of their own free wills after consulting with competent legal counsel, and both parties are fully informed of and familiar with its terms.

9-1.03 SUB-CONTRACTOR:

The term Sub-Contractor, as employed herein, includes only those having a direct contact with the CONTRACTOR and it includes one who furnishes material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.

9-1.04 WRITTEN NOTICE:

Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

9-1.05 WORK:

The CONTRACTOR shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, services, insurance, and all water; light, power, fuel, transportation and other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality.

The CONTRACTOR shall, if required furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words, which so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standards.

9-1.06 EXTRA WORK:

The term "Extra Work" as used in this contract shall be understood to mean and include all work that may be required by the ENGINEER or OWNER 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, except as provided under "Changes and Alterations", Item 9-2.14 contained herein.

9-1.07 WORKING DAY: A "Working Day" is defined as any day not including Saturdays, Sundays, or any legal holidays, in which weather or other conditions, not under the control of the CONTRACTOR, will permit construction of the principal units of the work for a period of not less than seven (7) hours between 7:00 a.m. and 6:00 p.m.

9-1.07a Engineering Construction Inspection Overtime: On December 9th 2008, the City of Grand Prairie City Council approved article 22.2.7 as revision to the City's Unified Development Code regarding Fees related to Engineering Construction Inspection Overtime. Effective as of the date of this letter, the City of Grand Prairie will no longer provide the services of its Engineering Inspectors on weekends or City Holidays free of charge.

Any contractor requiring the services of an Engineering Inspector on weekends or City of Grand Prairie holidays will be charged a rate of \$50.00 per hour (minimum of 4 hours) for engineering inspection services. The Contractor will be required to notify the City by emailing the project inspector and the Inspection Supervisor before 12:00 PM on the Wednesday before such work is anticipated to be performed with the information contained in the attached "Request for Engineering Inspection Overtime" form. The Contractor shall deliver the amount through its EnerGov account as invoiced by the Office Coordinator or made as a check to the "City of Grand Prairie" along with the completed attached "Request for Engineering Inspection Overtime" form to the Office Coordinator, Engineering and Utilities Services Office located at 300 West Main Street, City Hall East, Grand Prairie, Texas 75050 by 1:00 pm, the working day prior to the Saturday or Holiday that is to be worked.

No money will be exchanged in the field. [Please note that this form can also be downloaded at the following SharePoint link: Overtime Inspection Request](#)

Following the performance of inspection services, an invoice will be prepared and mailed to the contractor via the U.S. Postal Service for any amount over the minimum 4 hours. Please note that the minimum amount will be deducted from the total invoice amount. All invoices must be paid for the Contractor to receive the retained funds at the termination of a project, and/or to receive a final project acceptance.

The Contractor will be charged only for the hours worked over the minimum amount. If the Contractor works less than the minimum 4 hours, no invoice will be generated. If an Inspector watches several projects and the remitted deposits equal or surpass the amount needed to pay for the hours, no invoices will be delivered.

If the contractor is unable to work for any reason, including weather, the assigned Inspector is to be notified two hours prior to the anticipated work time. If the contractor fails to notify the inspector that the work has been canceled, the fee will not be refunded. The contractor must contact the inspector by phone so he is aware the work has been canceled.

The Inspection Supervisor will determine the appropriate number of Inspectors necessary and which Inspectors will work on each Saturday or Holiday.

SUMMARY OF NEW PROCESS

The Contractor will be required to notify the City by email before 12:00 PM on the Wednesday before such work is anticipated to be performed with the information contained in the attached “Request for Engineering Inspection Overtime” form.

Contractor delivers the amount (minimum 4 hours Fee (\$200.00)) through its EnerGov account as invoiced by the Office Coordinator or made as a check to the “City of Grand Prairie” along with the completed attached “Request for Engineering Inspection Overtime” form to the Office Coordinator, Engineering and Utilities Services Office before 1:00 pm, the working day prior to the Saturday or Holiday that is to be worked. No money will be exchanged in the field.

Contractor works desired number of hours and is invoiced at \$50.00 per hour for the number of hours worked by the Inspector minus the previously remitted \$200.00 fee.

Contractor pays invoice sent by mail.

Overtime during the work week is not subject to any of the requirements listed above unless it falls on a Holiday. Night time tie-ins are also exempt from these rules when they are done to reduce the impact of water outages to our customers.

WORK PERFORMED WITHOUT BENEFIT OF INSPECTION

If the EnerGov money transfer or check and request form is not delivered by 1:00 pm one workday prior to the Saturday or Holiday that is to be worked, the Contractor will not be able to work on the Holiday or Saturday. The consequences of work being performed without the benefit of inspection on Saturdays or Holidays will be the removal of all work performed without the appropriate inspection, as determined by the Inspection Supervisor. If there is ever any question as to what requires inspection, please check with the assigned Inspector or Inspection Supervisor. We will be glad to provide direction.

HOLIDAY SCHEDULE

The Holiday provisions of this process apply to the following City of Grand Prairie holidays:
Martin Luther King Day (third Monday in January)
Thanksgiving Friday (Friday after Thanksgiving Day)
Christmas Eve (December 24)

The Holiday provisions of this new process do not apply to the Holidays listed below. These Holidays will be observed, and no work will be permitted except in the most extreme circumstances and with prior approval from the Inspection Supervisor.

New Year's Day (January 1)
Memorial Day (Last Monday in May)
Juneteenth (June 19)
Independence Day (July 4)
Labor Day (First Monday in September)
Thanksgiving Day (Fourth Thursday in November)
Christmas Day (December 25)

Please note that any holidays falling on Saturday will be observed on the preceding Friday. Any holidays that fall on Sunday will be observed on the following Monday.

9-1.08 WORKING DAY: "Working Day" is any day of the week, with the exception of Saturdays, Sundays, and authorized legal holidays, where weather or other conditions beyond the contractor's control allow for at least 7 hours of work on critical activities.

9-1.09 SUBSTANTIALLY COMPLETED: By the term "substantially completed" is meant that the structure has been made suitable for use or occupancy or the facility is in condition to serve its intended purpose, but still may require minor miscellaneous work and adjustment, as determined by the ENGINEER.

9-1.10 INSPECTION: The City Engineering Division will inspect the work. Work not completed in accordance with the Plans and Specifications shall be corrected at the CONTRACTOR'S expense.

9-2 RESPONSIBILITIES OF THE ENGINEER AND THE CONTRACTOR

9-2.01 OWNER-ENGINEER RELATIONSHIP:

The ENGINEER will be the OWNER'S representative during construction. The duties, responsibilities and limitations of authority of the ENGINEER as the OWNER'S representative during construction are as set forth in the Contract Documents and shall not be extended or limited without written consent of the OWNER, and ENGINEER. The ENGINEER will advise and consult with the OWNER, and all of OWNER'S instructions to the CONTRACTOR shall be issued through the ENGINEER.

9-2.02 PROFESSIONAL INSPECTION BY ENGINEER:

The ENGINEER shall make periodic visits to the site to familiarize himself generally with the progress of the executed work and to determine if such work generally meets the essential performance and design features and the technical and functional engineering requirements of the Contract Documents; provided and except, however, that the ENGINEER shall not be responsible for making any detailed, exhaustive, comprehensive or continuous on-site inspection of the quality or quantity of the work or be in any way responsible, directly or indirectly, for the construction means, methods, techniques, sequences, quality, procedures, programs, safety precautions or lack of same incident therein or in connection therewith. Notwithstanding any other provision of this agreement or any other Contract Document, the ENGINEER shall not be in any way responsible or liable for any acts, errors, omissions or negligence of the CONTRACTOR, any subcontractor or any of the CONTRACTOR'S or subcontractor's agents, servants or employees or any other person, firm or corporation performing or attempting to perform any of the work.

9-2.03 PAYMENTS FOR WORK:

The ENGINEER shall review CONTRACTOR'S applications for payment and supporting data, determine the amount owed to the CONTRACTOR and approve, in writing, payment to CONTRACTOR in such amounts; such approval of payment to CONTRACTOR constitutes a representation to the OWNER of ENGINEER'S professional judgment that the work has progressed to the point indicated to the best of his knowledge, information and belief, but such approval of an application of payment to CONTRACTOR shall not be deemed as a representation by ENGINEER that ENGINEER has made any examination to determine how or for what purpose CONTRACTOR has used the moneys paid on account of the Contract price.

9-2.04 INITIAL DETERMINATIONS:

The ENGINEER initially shall determine all claims, disputes and other matters in question between the CONTRACTOR and the OWNER relating to the execution or progress of the work or the interpretation of the Contract Documents and the ENGINEER'S decision shall be rendered in writing within thirty (30) days of the CONTRACTOR'S written objection to the decision.

9-2.05 LINES AND GRADES:

Unless otherwise specified, all lines and grades shall be furnished by the CONTRACTOR. Whenever necessary, construction work shall be suspended to permit performance of this work, but such suspension will be as brief as practicable. All stakes, marks, etc., shall be carefully preserved by the CONTRACTOR, and in case of careless destruction or removal shall be replaced at no additional expense.

9-2.06 CONTRACTOR'S DUTY AND SUPERINTENDENT: The CONTRACTOR shall give adequate attention to the faithful prosecution and completion of this contract and shall keep a full-time competent superintendent (with five (5) years minimum supervisory experience & work resume), back up superintendent (with five (5) years minimum supervisory experience & work resume), and any other assistants on the project during its progress. The superintendent shall represent the CONTRACTOR in his absence and all directions given to him shall be as binding as if given to the CONTRACTOR.

The CONTRACTOR is and at all times shall remain an independent CONTRACTOR, solely responsible for the manner and method of completing this work under this contract, with full power and authority to select the means, method and manner of performing such work, so long as such methods do not adversely affect the completed improvements, the OWNER and ENGINEER being interested only in the result obtained and conformity of such completed improvements to the plans, specifications and contract.

Likewise, the CONTRACTOR shall be solely responsible for the safety of himself, his employees and other people, as well as for the protection of the safety of the improvements being erected and the property of himself or any other person, as a result of his operations hereunder. Engineering construction drawings and specifications as well as any additional information concerning the work to be performed passing from or through the ENGINEER, shall not be interpreted as requiring or allowing CONTRACTOR to deviate from the plans and specifications, the intent of such drawings, specifications and any other such instructions being to define with particularity the agreement of the parties as to the work the CONTRACTOR is to perform. CONTRACTOR shall be fully and completely liable, at his own expense, for design, construction, installation and use, or non-use, of all items and methods incident to performance of the contract, and for all loss, damage or injury incident thereto, either to person or property, including, without limitation, the adequacy of all temporary supports, shoring, bracing, scaffolding, machinery or equipment, safety precautions or devices, and similar items or devices used by him during construction.

Any review of work in process, or any visit or observation during construction, or any clarification of plans and specifications, by the ENGINEER, or any agent, employee, or representative of either of them, whether through personal observation on the project site or by means of approval of shop drawings for temporary construction or construction processes, or by other means or method, is agreed by the CONTRACTOR to be for the purpose of observing the extent and nature of work completed or being performed, as measured against the drawings and specifications constituting the contract, or for the purpose of enabling CONTRACTOR to more fully understand the plans and specifications so that the completed construction work will conform thereto, and shall in no way relieve the CONTRACTOR from full and complete responsibility for the proper performance of his work on the project, including but without limitation the propriety of means and methods of the CONTRACTOR in performing said contract, and the adequacy of any designs, plans or other facilities for accomplishing such performance.

Deviation by the CONTRACTOR from plans and specifications that may have been in evidence during any such visitation or observation by the ENGINEER, or any of his representatives, whether called to the CONTRACTOR'S attention or not shall in no way relieve CONTRACTOR from responsibility to complete all work in accordance with said plans and specifications.

9-2.07 CONTRACTOR'S UNDERSTANDING:

It is understood and agreed that the CONTRACTOR, by careful examination, is satisfied as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the OWNER or ENGINEER either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

9-2.08 CHARACTER OF WORKERS:

The CONTRACTOR agrees to employ only orderly and competent workers, skillful in the performance of the type of work required under this contract, to do the work; and agrees that whenever the ENGINEER shall inform in writing that any worker(s) on the project are, in his opinion, incompetent, unfaithful or disorderly, such worker(s) shall be discharged from the project and shall not again be employed for this project without the ENGINEER'S written consent.

9-2.09 FIELD OFFICES:

The installation of field offices shall be permitted only at such places as approved by the ENGINEER. In addition, all conditions of the grounds in or about such structures shall at all times be maintained in a manner satisfactory to the ENGINEER. The CONTRACTOR shall be responsible for obtaining and paying for all necessary Permits.

The CONTRACTOR shall not be required to provide a field office for the OWNER's Field Representative; however, the CONTRACTOR'S Superintendent shall always be available on the job site when portions of the work are in progress.

9-2.10 SANITATION:

Necessary sanitary conveniences for use by workers on the project shall be properly secluded from public observation and shall be constructed and maintained by the CONTRACTOR in such manner and at such points as approved by the ENGINEER. Onsite sanitary convenience facilities and their use shall be strictly enforced.

9-2.11 SHOP DRAWINGS:

The CONTRACTOR shall submit to the ENGINEER, with such promptness as to cause no delay in work or in that of any other CONTRACTOR, five (5) check copies, unless otherwise specified, of all shop and/or setting drawings and schedules required for the work of the various trades, and the ENGINEER shall review them with reasonable promptness, making desired comments. The CONTRACTOR shall make any revisions required by the ENGINEER; file with him two revised copies and furnish other copies as may be needed. The ENGINEER'S review of such drawings or schedules shall not relieve the CONTRACTOR from responsibility for deviations from drawings or specifications, unless the CONTRACTOR has, in writing, called the ENGINEER'S attention to such deviations at the time of submission, nor shall it relieve the CONTRACTOR from responsibility for errors of any sort in shop drawings or schedules. It shall be the CONTRACTOR'S responsibility to fully and completely review all shop drawings to ascertain their effect on the CONTRACTOR'S ability to perform the required contract work in accordance with the plans and specifications and within the contract time.

Such review by the ENGINEER shall be for the sole purpose of determining the sufficiency of said drawings or schedules to result in finished improvements in conformity with the plans and specifications, and shall not relieve the CONTRACTOR of his duty as an independent contractor as previously set forth, it being expressly understood and agreed that the ENGINEER does not assume any duty to pass upon the propriety or adequacy of such drawings or schedules, or any means or methods reflected thereby, in relation to the safety of either person or property during CONTRACTOR'S performance hereunder.

9-2.12 PRELIMINARY APPROVAL:

The ENGINEER shall not have the power to waive the obligations of this contract for the furnishing by the CONTRACTOR of good new material, and of his performing good work as herein described, and in full accordance with the plans and specifications. No failure or omission of the ENGINEER to discover, object to or condemn any defective work or material shall release the CONTRACTOR from the obligations to fully and properly perform the contract, including without limitations, the obligation to at once tear out, remove and properly replace the same at any time prior to final acceptance upon the discovery of said defective work or material; provided, however, that the ENGINEER shall, upon request of the CONTRACTOR, inspect and accept or reject any material furnished, and in event the material has been once accepted by the ENGINEER, such acceptance shall be binding on the OWNER unless it can be clearly shown that such material furnished does not meet the specifications for this work.

Any questioned work may be ordered taken up or removed for re-examination, by the ENGINEER, prior to final acceptance, and if found not in accordance with the specifications for said work, all expense of removing, re-examination and replacement shall be borne by the CONTRACTOR, otherwise the expense thus incurred shall be allowed as EXTRA WORK, and shall be paid for by the OWNER; provided that, where inspection or approval is specifically required by the specifications prior to performance of certain work, should the CONTRACTOR proceed with such work without requesting prior inspection or approval the CONTRACTOR shall bear all expense of taking up, removing, and replacing this work if so directed by the ENGINEER.

9-2.13 DEFECTS AND THEIR REMEDIES:

It is further agreed that if the work or any part thereof, or any material brought on the site of the work for use in the work or selected for the same, shall be deemed by the ENGINEER as unsuitable or not in conformity with the specifications, the CONTRACTOR shall, after receipt of written notice thereof from the ENGINEER, forthwith remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract.

9-2.14 CHANGES AND ALTERATIONS:

The CONTRACTOR further agrees that the OWNER may make such changes and alterations as the OWNER may see fit, in the line, grade, form, dimensions, plans or materials for the work herein contemplated, or any part thereof, either before or after the beginning of the construction, without affecting the validity of this contract and the accompanying Performance and Payment Bonds.

If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for a claim for damages, or anticipated profits on the work that may be dispensed with, except as provided for unit price items under Section 9, Item 5 "Measurement and Payment." If the amount of work is increased, and the work can fairly be classified under the specifications, such increase shall be paid for according to the quantity actually done and at the unit price, if any, established for such work under this contract, except as provided for unit price items under Section 9, Item 5 "Measurement and Payment;" otherwise, such additional work shall be paid for as provided under Extra Work. In case the OWNER shall make such changes or alterations as shall make useless any work already done or material already furnished or used in said work, then the OWNER shall compensate the CONTRACTOR for any material or labor so used, and for any actual loss occasioned by such changes due to actual expenses incurred in preparation for the work as originally planned.

9-3 GENERAL OBLIGATIONS AND RESPONSIBILITIES

9-3.01 KEEPING OF PLANS, SPECIFICATIONS AND RECORD DRAWINGS ACCESSIBLE:

The ENGINEER shall furnish the CONTRACTOR with three (3) sets of plans, profiles and specifications, if required, at no expense to the CONTRACTOR. Additional sets of plans may be purchased from the ENGINEER.

The CONTRACTOR shall maintain, at the Job Site, one copy of all Drawings, Specifications, Addenda, approved Shop Drawings, and Change Orders, in good order and marked to record all changes made during construction and updated daily. These shall be referred to as record drawings, and shall be available to the OWNER and ENGINEER, upon request with the latest revisions noted thereon. The As-Built drawings, marked to record all changes made during construction, shall be delivered to the ENGINEER upon completion of the Project, with a letter signed by the CONTRACTOR stating that the record plans submitted show all changes made during construction.

The CONTRACTOR shall review the updated record drawings with the ENGINEER, at the time of the monthly partial payment submittal. Failure of the CONTRACTOR to maintain the record drawings shall be grounds for the withholding of that month's partial payment submittal, until the record drawings are properly updated and reviewed.

The Contractor shall have a Registered Professional Land Surveyor (RPLS) tie "as-built" locations of all valves, blow offs, manholes, inlets, bends, tees, crosses, P.C.'s, P.T.'s, and at every five hundred (500) feet along straight lines and curves on proposed mains. Horizontal and vertical data must be collected for each tie. Ties shall be made at the top of pipe and all control points and benchmarks used in the survey shall be consistent with the plans and reported. Such work will be performed prior to backfill and the results furnished to the City. The points shall be recorded and reviewed monthly on the "as-built" drawings. The Contractor shall also provide an ASCII file containing point number, northing coordinate, easting coordinate, elevation, and point description for each tie and control point used in the survey. The ASCII file shall be submitted with the monthly invoice on Digital Video Disc (DVD) and at the end of the project with the "as-built" drawings in electronic format on a DVD accompanied with a hard copy print of the file. Construction As Built Surveying shall only be performed if called out as a bid item or listed as subsidiary to another bid item.

9-3.02 OWNERSHIP OF DRAWINGS:

All drawings, specifications and copies thereof furnished by the ENGINEER shall not be reused on other work and, except for the signed contract sets, are to be returned to the ENGINEER on request, at the completion of the work. All models (if any) are the property of the OWNER.

9-3.03 ADEQUACY OF DESIGN/CONSTRUCTION:

It is understood that the OWNER believes it has employed competent engineers and designers. It is, therefore, agreed that the ENGINEER shall be responsible for the adequacy of the design, sufficiency of the Contract documents, the safety of the completed structure and the practicability of the operations of the completed project; provided the CONTRACTOR has complied with the requirements of the said Contract Documents, all approved modifications thereof, and additions and alterations thereto approved in writing by the OWNER. The CONTRACTOR is bound to perform his services to the standards of the industry. If the CONTRACTOR determines the design to be inadequate, he shall notify the OWNER and ENGINEER prior to construction the items he feels are inadequate. The CONTRACTOR shall comply with the requirements of the Contract Documents, all approved modifications thereof, and additions and alterations thereto approved in writing by the OWNER. The burden of proof of such compliance shall be upon the CONTRACTOR to show compliance with said requirements of the Contract Documents, approved modifications thereof and all approved additions and alterations thereto.

9-3.04 RIGHT OF ENTRY:

The OWNER reserves the right to enter the property or location on which the works herein contracted for are to be constructed or installed, by such agent or agents as he may elect, for the purpose of inspecting the work, or for the purpose of constructing or installing such collateral work as said OWNER may desire.

9-3.05 COLLATERAL CONTRACTS:

The OWNER agrees to provide by separate contract or otherwise, all labor and material essential to the completion of the work specifically excluded from this contract, in such manner as not to delay the progress of the work or damage said CONTRACTOR, except where such delays are specifically mentioned elsewhere in the Contract Documents.

9-3.06 DISCREPANCIES AND OMISSIONS:

It is further agreed that it is the intent of this contract that all work must be done and all material must be furnished in accordance with the generally accepted practice, and in the event of any discrepancies between the separate contract documents, the priority of interpretation defined under "Contract Documents", Item 9-1.02, shall govern. If there is still any doubt as to the meaning and intent of any portion of the contract, specifications or drawings, the ENGINEER shall define which is intended to apply to the work.

9-3.07 EQUIPMENT, MATERIALS AND CONSTRUCTION AREA:

The CONTRACTOR shall be responsible for the care, preservation, conservation, and protection of all materials, supplies, machinery, equipment, tools, apparatus, accessories, facilities, all means of construction, and any and all part of the work, whether the CONTRACTOR has been paid, partially paid, or not paid for such work, until the entire work is completed and accepted.

9-3.08 DAMAGES:

In the event the CONTRACTOR is damaged in the course of the completion of the work by act, neglect, omission, mistake or default of the OWNER, or of the ENGINEER, or of any other CONTRACTOR employed by the OWNER upon the work, thereby causing loss to the CONTRACTOR, the OWNER agrees that he will reimburse the CONTRACTOR for such loss. In the event the OWNER is damaged in the course of the work by the act, negligence, omission, mistake or default of the CONTRACTOR, or should the CONTRACTOR unreasonably delay the progress of the work being done by others on the job so as to cause loss for which the OWNER becomes liable, then the CONTRACTOR shall reimburse the OWNER for such loss.

9-3.09 PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC:

The CONTRACTOR shall always exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building and construction codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction", Latest Edition of the Associated General Contractors of America except where incompatible with Federal, State, or Municipal laws or regulations. The CONTRACTOR shall provide such machinery guards, safe walkways, ladders, bridges, gangplanks, and other safety devices. The safety precautions taken and their adequacy shall be the sole responsibility of the CONTRACTOR, acting at his discretion as an independent contractor.

9-3.10 PERFORMANCE AND PAYMENT BONDS:

Unless otherwise specified, it is further agreed by the parties to this Contract that the CONTRACTOR will execute separate performance and payment bonds, each in the sum of one hundred (100) percent of the total contract price, in standard forms for this purpose, guaranteeing faithful performance of the work and the fulfillment of any guarantees required, and further guaranteeing payment to all persons supplying labor and materials or furnishing him any equipment in the execution of the Contract, and it is agreed that this Contract shall not be in effect until such performance and payment bonds are furnished to and approved by the OWNER.

Unless otherwise approved in writing by the OWNER, the Surety Company underwriting the bonds shall be acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States. Unless otherwise specified, the cost of the premium for the performance and payment bonds shall be included in the CONTRACTOR'S proposal.

The Government Code of Texas in Section 2253.021 requires the prime contractor, before beginning work, to execute a performance bond if the contract is more than \$100,000, and a payment bond if the contract is in excess of \$25,000. The performance bond is solely for the protection of the governmental agency awarding the public works contract, in the amount of the contract, and conditioned upon the faithful performance of the work in accordance with the plans, specifications, and contract documents. The payment bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material, and in the amount of the contract.

9-3.11 LOSSES FROM CAUSES:

Unless otherwise specified, all loss or damage to the CONTRACTOR arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstance in the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work, shall be sustained and borne by the CONTRACTOR at his own cost and expense.

9-3.12 PROTECTION OF ADJOINING PROPERTY:

The said CONTRACTOR shall take proper means to protect the adjacent or adjoining property or properties in any way encountered, which might be injured or seriously affected by any process of construction to be undertaken under this Agreement, from any damage or injury by reason of said process of construction; and he shall be liable for any and all claims for such damage on account of his failure to fully protect all adjoining property. The CONTRACTOR agrees to indemnify, save and hold harmless the OWNER and ENGINEER against any claim or claims for damages due to any injury to any adjacent or adjoining property, arising or growing out of the performance of the contract; but any such indemnity shall not apply to any claim or any kind arising out of the existence or character of work.

9-3.13 PROTECTION AGAINST CLAIMS OF SUB-CONTRACTORS, WORKERS, MATERIAL MEN AND FURNISHERS OF MACHINERY, EQUIPMENT AND SUPPLIES:

The CONTRACTOR agrees that he will indemnify and save the OWNER and ENGINEER harmless from all claims growing out of the lawful demands of sub-contractors, laborers, workmen, mechanics, material men and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. When so desired by the OWNER, the CONTRACTOR shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the CONTRACTOR fails so to do, then the OWNER may, at the option of the CONTRACTOR, either pay directly any unpaid bills, of which the OWNER has written notice, or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payments to the CONTRACTOR shall be resumed in full, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligation upon the OWNER by either the CONTRACTOR or his Surety.

9-3.14 PROTECTION AGAINST ROYALTIES OR PATENTED INVENTION:

The CONTRACTOR shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters patent or copyright by suitable legal agreement with the patentee or OWNER. The CONTRACTOR shall defend all suits or claims for infringement of any patent or copyright rights and shall indemnify and save the OWNER, and ENGINEER harmless from any loss on account thereof, except that the OWNER shall defend all such suits and claims and shall be responsible for all such loss when a particular design, device, material or process or the product of a particular manufacturer or manufacturers is specified or required by the OWNER: provided, however, if choice of alternate design, device, material or process is allowed to the CONTRACTOR, then CONTRACTOR shall indemnify and save OWNER harmless from any loss on account thereof. If the material or process specified or required by the OWNER is an infringement, the CONTRACTOR shall be responsible for such loss unless he promptly gives such information to the OWNER.

9-3.15 LAWS AND ORDINANCES:

The CONTRACTOR shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations, which in any manner affect the contract or the work, and with the execution of this contract shall indemnify and save harmless the OWNER and ENGINEER against any claim arising from the violation of any such laws, ordinances, and regulations whether by the CONTRACTOR or his employees, except where such violations are called for by the provisions of the Contract Documents. If the CONTRACTOR observes that the plans and specifications are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the CONTRACTOR performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the ENGINEER, he shall bear all costs arising therefrom. In case the OWNER is a body politic and corporate, the law from which it derives its powers, insofar as the same regulates the objects for which, or the manner in which, or the conditions under which the OWNER may enter into contract, shall be controlling, and shall be considered as part of this contract, to the same effect as though embodied herein.

9-3.16 ASSIGNMENT AND SUBLETTING:

The CONTRACTOR further agrees that he will retain personal control and will give his personal attention to the fulfillment of this contract and that he will not assign by Power of Attorney, or otherwise, or sublet said contract without the written consent of the ENGINEER, and that no part or feature of the work will be sublet to anyone objectionable to the ENGINEER or the OWNER. The CONTRACTOR further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this contract, shall not relieve the CONTRACTOR from his full obligations to the OWNER as provided by this Agreement.

9-3.17 INDEMNIFICATION:

The CONTRACTOR with the execution of this contract shall defend, indemnify and hold harmless the OWNER and the ENGINEER and their respective officers, agents and employees, from and against all damages, claims, losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, rising out of or resulting from the performance of the work, provided that any such damages, claim, loss, demand, suit, judgment, cost or expense:

- A. Is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and**
- B. Is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.**

The obligation of the CONTRACTOR under this Paragraph shall not extend to the liability of the ENGINEER, his agents or employees arising out of the preparation or approval of maps, drawings, reports, surveys, Change Orders, designs or specifications, or the giving of or the failure to give directions or instructions by the ENGINEER, his agents or employees, provided such giving or failure to give is the primary cause of the injury or damage.

In the performance of this contract, CONTRACTOR agrees to assume liability for doing or failing to do anything that may result in the death of or bodily injury to any person and loss of or damage to any property. CONTRACTOR agrees to provide all necessary safeguards and to take all proper precautions against the occurrence of accidents, injuries or damages to any persons or property and to be responsible for and to indemnify and save harmless the OWNER and ENGINEER from all loss or damage to any or all claims rising by reason of accidents, injuries or damage to any persons, including the employees and agents of the CONTRACTOR, and sub-contractor, or the OWNER or any property in connection with work pursuant to this contract, regardless of the degree of supervisory capacity any agent employee of the OWNER might have, and from all fines, penalties or loss incurred by reason of the violation of any law, regulation or ordinance. CONTRACTOR further agrees to defend, at CONTRACTOR'S expense, any and all suits or actions, civil or criminal arising out of such claims or matters.

9-3.18 CONTRACTOR'S LIABILITY INSURANCE:

The CONTRACTOR, at his own expense shall purchase, maintain and keep in force such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S operations under the Contract, whether such operations by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance types and policies are described in Section 10-3 Paragraph B. of this contract, and are generally described as comprehensive and liability insurance, and automobile insurance.

9-3.19 WORKERS' COMPENSATION INSURANCE:

A. In accordance with Texas Workers' Compensation Commission New Rule 28 TAC *110.110, the following language is required:

1. Definitions:

Certificate of coverage ("certificate")-A copy of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - Includes the time from the beginning of the work on the project until the CONTRACTOR'S/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in Section 406.096 of the Texas Labor Code) -includes all persons or entities performing all or part of the services the CONTRACTOR has undertaken to perform on the project, regardless of whether that person contracted directly with the CONTRACTOR and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project.

"Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The CONTRACTOR shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreement, which meets the necessary requirements of Texas Labor Code, Section 401.011(44) for all employees of the CONTRACTOR providing services on the project, for the duration of the project
3. The CONTRACTOR must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
4. If the coverage period shown on the CONTRACTOR'S current certificate of coverage end during the duration of the project, the CONTRACTOR must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
5. The CONTRACTOR shall obtain from each person providing services on a project and provide them to the governmental entity.
 - (a) A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificate of coverage showing coverage for all persons providing services on the project; and
 - (b) No later than seven days after receipt by the CONTRACTOR, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
6. The CONTRACTOR shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
7. The CONTRACTOR shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the CONTRACTOR knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
8. The CONTRACTOR shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9. The CONTRACTOR shall contractually require each person with whom it contracts to provide services on a project, to:

Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreement, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project;

- (a) provide to the CONTRACTOR, prior to the person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
- (c) provide the CONTRACTOR, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage. If the coverage period shown on the current certificate of coverage ends during the duration of the project.
- (d) Obtain from each other person with whom it contracts, and provide to the CONTRACTOR
 - (1) a certificate of coverage, prior to the other person beginning work on the project
 - (2) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period. If the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (e) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (f) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (g) contractually require each person with whom it contracts, to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.

10. By signing this contract or providing or causing to be provided a certificate of coverage, the CONTRACTOR representing to the governmental entity that all employees of the CONTRACTOR who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and

payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier, or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the CONTRACTOR to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11. The CONTRACTOR'S failure to comply with any of these provisions is a breach of contract by the CONTRACTOR which entitles the governmental entity to declare the contract void if the CONTRACTOR does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.
12. The required notice at the project shall be in text of at least a nineteen (19) point type, with a title in at least thirty (30) point type, and shall contain the following text, in English and Spanish:

REQUIRED WORKERS' COMPENSATION COVERAGE

The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee.

Call the Texas Workers; Compensation Commission at 512-440-3789 to receive information on the legal requirements for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage.

9-3.20 CERTIFICATE OF INSURANCE:

Before commencing any work, CONTRACTOR shall file with OWNER valid Certificates of Insurance, from an Insurance Company with a rating of A or higher in the current Best's Key Rating Guide and acceptable to the OWNER and the ENGINEER.

9-4 PROCESSION AND PROGRESS

9-4.01 TIME AND ORDER OF COMPLETION:

It is the meaning and intent of this contract, unless otherwise herein specifically provided, that the CONTRACTOR shall be allowed to prosecute his work at such time and seasons, in such order of precedence, and in such manner as shall be most conducive to economy of construction: provided, however, that the order and the time of prosecution shall be such that the work shall be completed as a whole and in part, in accordance with this contract, the plans and specifications, and within the time of completion designated in the Proposal; provided, also, that when the OWNER is having other work done, either by contract or his own force, the ENGINEER may direct the time and manner of constructing the work done under this contract, so that conflicts will be avoided and the construction of the various works being done for the OWNER shall be harmonized.

The CONTRACTOR shall submit, at such times as may reasonably be requested by the ENGINEER, schedules which shall show the order in which the CONTRACTOR proposes to carry on the work, with dates at which the CONTRACTOR will start the several parts of the work, and estimated dates of completion of the several parts.

9-4.02 EXTENSION OF TIME:

Should the CONTRACTOR be delayed in the completion of the work by any act or neglect of the OWNER or ENGINEER, or of any employee of either, or by other contractors employed by the OWNER or by changes ordered in the work, or by strikes, lockouts, fires and unusual delays by common carriers, or unavoidable causes beyond the CONTRACTOR'S control, or by any cause which the ENGINEER shall decide justifies the delay, then an extension of time shall be allowed for completing the work, sufficient to compensate for the delay, the amount of the extension, to be determined by the ENGINEER, provided however, that the CONTRACTOR shall give the ENGINEER notice in writing of the cause of such delay within thirty (30) days of the event. The OWNER shall have thirty (30) days from the time the CONTRACTOR submits his request for the extension of time to respond in writing as to the approval or denial.

If the extension is denied, the requirement for Failure to Complete Work on Time will be enforced as specified in the contract. Refer to Section 10 Item 6 for outline of Project Construction Schedule and Section 10 Item 23 for Failure to Complete Work on Time.

9-4.03 HINDRANCES AND DELAYS:

The CONTRACTOR shall make no claims for damages resulting from hindrances or delays from any cause (except where the work is stopped by order of the OWNER) during the progress of any portion of the work embraced in this contract. In case said work shall be stopped by the act of the OWNER, then such expense as in the judgment of the ENGINEER is caused by the OWNER; the OWNER shall pay such stoppage of said work to CONTRACTOR.

9-5 MEASUREMENT AND PAYMENT

9-5.01 QUANTITIES AND MEASUREMENTS:

No extra or customary measurements of any kind will be allowed, but the actual measured and/or computed length, area, solid contents, number and weight only shall be considered, unless otherwise specifically provided.

9-5.02 ESTIMATED QUANTITIES:

This agreement, including the specifications, plans and estimate, is intended to show clearly all work to be done and material to be furnished hereunder. Where the estimated quantities are shown for the various classes of work to be done and material to be furnished under this contract, they are approximate and are to be used only as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work. It is understood and agreed that the actual amount of work to be done and material to be furnished under this contract may differ somewhat from these estimates, and that where the basis for payment under this contract is the unit price method, payment shall be for the actual amount of such work done and the material furnished.

Where payment is based on the unit price method, the CONTRACTOR, agrees that he will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under this contract and the estimated quantities contemplated and contained in the proposal; provided, however, that in case the actual quantity of any major item should become as much as twenty-five (25%) percent more than or twenty-five (25%) percent less than the estimated or contemplated quantity for such items, then either party to this Agreement upon demand, shall be entitled to a revised consideration upon the portion of the work above or below twenty-five (25%) percent of the estimated quantity.

A "Major Item" shall be construed to be any individual bid item included in the proposal that has a total cost equal to or greater than five (5) percent of the NOT TO EXCEED TOTAL AMOUNT OF BID or any item that exceeds twenty-five thousand dollars (\$25,000).

Any revised consideration is to be determined by agreement between the parties, otherwise by the terms of this Agreement, as provided under "Extra Work."

9-5.03 PRICE OF WORK:

In consideration of the furnishing of all the necessary labor, equipment and material, and the completion of all work by the CONTRACTOR, and on the completion of all work and of the delivery of all material embraced in this Contract in full conformity with the specifications and stipulations herein contained, the OWNER agrees to pay the CONTRACTOR the prices set forth in the Proposal hereto attached, which has been made a part of this contract. The CONTRACTOR hereby agrees to receive such prices in full for furnishing all material and all labor required for the aforesaid work, also for well and truly performing the same and the whole thereof in the manner and according to this Agreement.

9-5.04 PARTIAL PAYMENTS:

Except as otherwise provided by the Contract, between the 25th day and the last day of each month the CONTRACTOR shall make an estimate of the value of the work done during the month under the specifications. The CONTRACTOR shall prepare the estimate on a form approved by the ENGINEER. The CONTRACTOR shall forward the estimate required above to the OWNER or ENGINEER by not later than the last day of the month. The monthly estimate may include acceptable nonperishable materials delivered to and stored at the work site or a storage facility accessible to the OWNER; payment for such stored materials shall be allowed on the same percentage basis of the value as provided hereinafter. The monthly estimate shall also provide such supporting documentation as the ENGINEER or the other applicable provisions of the specifications may require. The OWNER shall verify that the CONTRACTOR'S estimate matches the total value of work done and acceptable nonperishable materials delivered to the work site or storage facility, based upon the bid proposal prices and quantities measured or verified by OWNER. In the event of a discrepancy between quantities of work as shown in the CONTRACTOR'S estimate and measured quantities as shown in the OWNER'S verification, the OWNER'S determination or measurement shall be final, and the CONTRACTOR'S estimate shall be adjusted to reflect the quantities of work as shown by the OWNER'S verification. Payment shall be made by OWNER about thirty (30) days after receipt of the estimate from CONTRACTOR. The payment shall be for the total amount of the approved estimate, less a retainage of ten (10) percent of the completed work for contracts under four hundred thousand (\$400,000) dollars or 5% for contracts over four hundred thousand (\$400,000) dollars. It is understood, however, that in case the whole work be near to completion and some unexpected and unusual delay occurs due to no fault and neglect on the part of the CONTRACTOR and OWNER, then the OWNER may - upon written recommendation of the ENGINEER - pay a reasonable and equitable portion of the retained percentage to the CONTRACTOR, or the CONTRACTOR at the OWNER'S option, may be relieved of the obligation to fully complete the work and, thereupon, the CONTRACTOR shall receive payment of the balance due him under the contract subject only to the conditions stated under "Final Payment." OWNER shall not be liable for interest on any late or delayed payment caused by any claim or dispute, any discrepancy in quantities as described above, any failure to provide supporting documentation or other information required with the estimate or as a precondition to payment under the Contract, or due to any payment the OWNER has a right to withhold under the Contract.

No pay estimate requests shall be considered unless submitted with the following items as a one complete package:

- **Updated Construction Schedule**
- **SWPPP Reports (Storm Water Pollution Prevention Program) if required**
- **Passing test reports**
- **Updated As-built drawing reviewed by City Inspector**

Note: A check list of these items shall be accompanied by a given pay estimate and shall be initialed by the City Inspector prior to processing. (Please see Attachment 1 of these bid documents).

The CONTRACTOR shall submit to the Engineer a Schedule of Values for each Lump Sum item of work for review and approval 20 days before the work is scheduled to be performed. The CONTRACTOR shall itemize in the Schedule of Values the actual costs to the CONTRACTOR to perform the various parts of the Lump Sum item work which shall include a reasonable overhead and profit cost item. Partial payment for Lump Sum items shall be made based on the value and percentage of the work in the bid item completed, as approved by the OWNER and as reflected in the Schedule of Values.

The CONTRACTOR shall furnish the OWNER such detailed information as OWNER may request to assist in the review of monthly estimates. It is understood that the monthly estimates shall be approximate only, and all monthly estimates and partial payments shall be subject to correction in the estimate rendered following the discovery of an error in any previous estimate, and such estimate shall not in any respect be taken as an admission of the OWNER of the amount of work done or of its quality or sufficiency nor as an acceptance of the work or the release of the CONTRACTOR of any of its responsibility under the Contract.

Items not included in Section 3 of the General Conditions of the Bid Book shall be subsidiary to those items provided under Section 3.

9-5.05 USE OF COMPLETED PORTIONS:

The OWNER shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the fact that the time for completing the entire project or such portions may not have expired, such taking possession and use shall not be deemed as acceptance of any work completed in accordance with the Contract documents. If such prior use increases the cost of or delays the project, the CONTRACTOR shall be entitled to such extra compensation, or extension of time, or both, as the ENGINEER may determine.

The CONTRACTOR shall notify the ENGINEER when, in the CONTRACTOR'S opinion, the contract is "substantially completed" and when so notifying the ENGINEER, the CONTRACTOR shall furnish the ENGINEER in writing a detailed list of unfinished work. The ENGINEER will review the CONTRACTOR'S list of unfinished work and will add thereto such items as the CONTRACTOR has failed to include. The "substantial completion" of the structure or facility shall not excuse the CONTRACTOR from performing all of the work undertaken, whether of a minor or major nature, and thereby completing the structure or facility in accordance with the Contract Documents.

9-5.06 FINAL COMPLETION AND ACCEPTANCE:

After the CONTRACTOR has given the ENGINEER written notice that the work has been completed, the ENGINEER and the OWNER shall inspect such work; if the work is found to be satisfactorily completed in accordance with the Contract Documents, the ENGINEER shall notify the OWNER to start processing project final reconciliation documents. After these documents have been executed by all parties, it shall be the duty of the OWNER to issue a letter of acceptance within 10 days from the date when final reconciliation documents have been executed or advise the CONTRACTOR in writing of the reason for non-acceptance.

9-5.07 FINAL PAYMENT:

Upon notification by the CONTRACTOR of the completion of the project, the ENGINEER shall proceed to make final measurements and prepare a final statement of the value of all work performed and materials furnished under the terms of this agreement and certify the same to the OWNER with the "CONTRACTOR'S Affidavit of Final Payment and Release" as in Appendix "C". The balance due the CONTRACTOR, under terms of this Agreement, provided the CONTRACTOR has fully performed contractual obligations under the terms of this contract; and said payment shall become due in any event upon said performance by the CONTRACTOR. Neither the Letter of Acceptance nor the final payment nor any provision in the Contract Documents, shall relieve the CONTRACTOR of the obligation for fulfillment of any warranty, which may be required.

9-5.08 PAYMENT WITHHELD:

The OWNER may, on account of subsequently discovered evidence, withhold or nullify the whole or part of any certificate to such extent as may be necessary to protect himself from loss on account of:

- A. Defective work not remedied.
- B. Claims filed or reasonable evidence indicating probably filing of claims.
- C. Failure of the CONTRACTOR to make payment properly to sub-contractors or for material or labor.
- D. Damage to another contractor.
- E. Reasonable doubt that the work can be completed for the unpaid balance of the contract amount.
- F. Reasonable indication that the work will not be completed within the contract time.

When the above grounds are removed or the CONTRACTOR provides a Surety Bond satisfactory to the OWNER, which will protect the OWNER in the amount withheld, payment shall be made for amounts withheld because of them.

9-5.09 DELAYED PAYMENTS:

Should the OWNER fail to make payment to the CONTRACTOR of the sum named in any partial or final statement, when payment is due, the OWNER shall be re-notified in writing to pay the CONTRACTOR with copy of the invoice. In the event payment is not promptly made, as provided under "Partial Payments," to the CONTRACTOR at any time thereafter the CONTRACTOR may treat the contract as abandoned by the OWNER and recover compensation, as provided under "Abandonment of Contract," unless such payments are withheld in accordance with the provisions of "Payment Withheld."

9-5.10 MATERIALS ON HAND:

The Owner shall determine and specify in the bid documents which items (if any) warrant materials on-hand consideration. Only Approved Materials purchased and stored more than thirty days before use may be considered for materials on hand. Prior to the reimbursement of Materials On-Hand, the contractor shall furnish the owner with PAID INVOICES for such materials including other supporting documents the owner may deem necessary. Upon receipt of such invoices, the owner will revise the corresponding pay items to reflect a line item for labor and another for material. The total price of these two line items shall equal the total price of the whole item. The maximum material unit cost shall not exceed 60% of the total unit price of labor and material.

The contractor shall have complete fiscal responsibility as to the safety of the materials on-hand including storage costs and shall protect such materials against theft and other calamities. CONTRACTOR shall plan for the storage of the materials on-hand with installation made in a timely manner. Legitimate Citizens' Complaints shall be accommodated by the contractor.

Measurement and Payment for labor costs of such materials shall be made as materials are consumed. Measurement and payment for both material and labor Cost shall be made according to section 9-2.03 (Payment for Work) and section 9-5 (Measurement and Payment) of the bid documents.

9-6 EXTRA WORK AND CLAIMS

9-6.01 CHANGE ORDERS:

Without invalidating this Agreement, the OWNER may, at any time, order additions, deletions or revisions to the work; such changes will be authorized by Change Order to be prepared by the ENGINEER for execution by the OWNER and the CONTRACTOR. The Change Order shall set forth the basis for any change in contract price, as hereinafter set forth for "Extra Work", Item 9-6.04, and any change in contract time, which may result from the change.

In the event the CONTRACTOR shall refuse to execute a Change Order which has been prepared by the ENGINEER and executed by the OWNER, the ENGINEER may, in writing, instruct the CONTRACTOR to proceed with the work as set forth in the Change Order and the CONTRACTOR may make claim against the OWNER for "Extra Work", Item 9-6.04, involved therein, as hereinafter provided.

9-6.02 MINOR CHANGES:

The ENGINEER may authorize minor changes in the work by field order not inconsistent with the overall intent of the Contract documents and not involving an increase in Contract price. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER involves Extra Work and entitles him to an increase in the Contract Price, the CONTRACTOR shall make written request to the ENGINEER for a written Change Order.

In such case, the CONTRACTOR, by copy of his communication to the ENGINEER or otherwise in writing shall advise the OWNER of his request to the ENGINEER for a written Change Order and that the work involved may result in an increase in the Contract Price.

Any request by the CONTRACTOR for a change in Contract price shall be made prior to beginning the work covered by the proposed change.

9-6.03 VARIANCE FROM SPECIFIC COMPLIANCE:

The CONTRACTOR may seek a change order allowing variance from specific requirements of the contract documents in situations where portions of the project are already on hand, constructed or installed and found to be at variance with specific contract requirements and where destructive removal or similar radical measures are the only way to obtain specific compliance. In such event, the CONTRACTOR shall, at his own expense, secure services of a Texas Licensed Professional Engineer other than the "ENGINEER" to analyze, test, study and otherwise evaluate the circumstances and to summarize his findings, recommendations and conclusions in writing under his professional engineer's seal. CONTRACTOR shall submit such summary to ENGINEER, along with his request either for: (1) Full acceptance of the variance "as is", if it is conclusive in the opinion of the OWNER and ENGINEER that the finished product fully meets the intended purpose and use and is not generally diminished in quality, or; (2) Proposed modifications to render the item acceptable, or; (3) Proposed price credit to be allowed provided the item is acceptable for its intended use, even though of measurably diminished quality, (or combinations thereof). ENGINEER shall review such information and submit to OWNER with comments, and a change order shall be executed if both CONTRACTOR and OWNER mutually agree upon the matter.

All minimum specifications in terms of specified concrete strength and depth SHALL be met. No variances shall be allowed. Any deficiency shall be proved, removed and replaced.

9-6.04 EXTRA WORK:

It is agreed that the basis of compensation to the CONTRACTOR for work either added or deleted by a Change Order or for which a claim for Extra Work is made shall be determined by one or more of the following methods:

Method (A)-By agreed unit prices; or

Method (B)-By agreed lump sum; or

Method (C)-If neither Method (A) nor Method (B) is agreed upon before the Extra work is commenced, the CONTRACTOR shall be paid the "actual field cost" of the work, plus fifteen (15) 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 to the CONTRACTOR of all workmen, such as foreman, timekeepers, mechanics and laborers, and materials, supplies, teams, trucks, rentals or machinery and equipment, for the time actually employed or used on such Extra Work, plus actual transportation charges necessarily incurred, together with all 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 ratable proportion of premiums on Performance and Payment Bonds and Warranty 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 OWNER, or by them agreed to. "Actual Field Cost" shall not include any "Idle" or "Stand-By" times for equipment or personnel that is not engaged in, and/or standing by to do additional work on the specific extra work items. The ENGINEER may direct the form in which accounts of the "actual field cost" shall be kept and the records of these accounts shall be made available to the ENGINEER. The ENGINEER or OWNER 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. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using 100 percent, unless otherwise specified, of the latest schedule of Equipment Ownership Expense adopted by the Associated General Contractors of America. Where practicable, the terms and prices for the use of machinery and equipment shall be incorporated in the Written Extra Work Order. The fifteen (15%) 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 herein 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 the same 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 Work for which he should receive compensation or an adjustment in the construction time, he shall make written request to the ENGINEER for written order authorizing such 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 request for written order and shall keep an accurate account of the "actual field cost" thereof, as provided under Method (C).

It is further provided hereby that when "Method (C) is applicable, regardless of what form of accounting is used to record "Actual Field Costs", they shall be kept current on a day-to-day basis and available for daily inspection or copying by the OWNER or ENGINEER. Unnecessary delays in recording cost items shall be cause for disallowing them for payment.

9-6.05 ARBITRATION:

There are no provisions for "Arbitration" in this contract.

9-6.06 TIME OF FILING CLAIMS:

It is further agreed by both parties hereto that all questions of dispute or adjustment presented by the CONTRACTOR shall be in writing and filed with the ENGINEER within thirty (30) days after the ENGINEER has given any directions, order, instruction or any event to which the CONTRACTOR desires to take exception. The ENGINEER shall reply within thirty (30) days to such written exceptions by the CONTRACTOR and render his final decision in writing. It is further agreed that final acceptance of the final payment shall be a bar to any claims by either party, except where noted otherwise in the Contract documents.

9-7 ABANDONMENT OF CONTRACT

9-7.01 ABANDONMENT BY CONTRACTOR:

The work or any portion of the work under contract shall be suspended immediately on written order of the OWNER declaring the CONTRACTOR to be in default. A copy of such notice shall be served on the CONTRACTOR'S Surety. The contract may be terminated by the OWNER for any good cause or causes, among others of which special reference is made to the following:

- A. Failure of the CONTRACTOR to start the work within ten (10) days from date specified in the written work order issued by the OWNER to begin the work;
- B. Substantial evidence that the progress of the work being made by the CONTRACTOR is insufficient to complete the work within the specified working time;
- C. Failure of the CONTRACTOR to provide sufficient and proper equipment, materials or construction forces for properly executing the work;
- D. Substantial evidence or notification that the CONTRACTOR has abandoned the work or discontinuance of the performance of the work or any part thereof and failure to resume performance within a reasonable time after notice to do so;
- E. Substantial evidence that the CONTRACTOR has become insolvent or bankrupt, or otherwise financially unable to carry on the work;
- F. Deliberate failure on the part of the CONTRACTOR to observe any requirements of these specifications or to comply with any orders given by the ENGINEER as provided for in these specifications;
- G. Failure of the CONTRACTOR to promptly make good any defects in materials or workmanship, or any defects of any nature, the correction of which has been directed in writing by the OWNER;
- H. Substantial evidence of collusion for the purpose of illegally procuring a contract or perpetrating fraud on the OWNER in the construction of work under contract;
- I. Repeated and flagrant violations of safe working procedures;
- J. The filing by the CONTRACTOR of litigation against the OWNER prior to final completion of the work.
- K. Failure of the CONTRACTOR to maintain proper financial responsibility and to maintain the required bonding, insurance or payments to suppliers and subcontractors.
- L. Failure of the CONTRACTOR to provide a Full Time Superintendent and Backup Superintendent.

When the work is suspended for any of the causes itemized above, or for any other cause or causes, the CONTRACTOR shall discontinue the work or such part thereof as the OWNER shall designate, whereupon the Surety may either at its option assume the contract or that portion thereof which the OWNER has ordered the CONTRACTOR to discontinue and perform the same or, with the written consent of the OWNER, sublet the same, provided, however, that the surety shall exercise its option within two weeks after the written notice to discontinue the work has been served upon the CONTRACTOR and upon the Surety or its authorized agents. The Surety in such event shall assume the CONTRACTOR'S place in all respects and shall be paid by the OWNER for all work performed by it in accordance with the terms of the contract, but in no event shall such payments exceed the contract amount, regardless of the cost to the Surety to complete the work.

All monies remaining due the CONTRACTOR at the time of their default shall thereupon become due and payable to the Surety as the work progresses, subject to all terms of the contract. In case the Surety does not, within the hereinabove specified time, exercise its obligation to assume the contract or that portion thereof which the OWNER has ordered the CONTRACTOR to discontinue, then the OWNER shall have the power to complete by contract or otherwise, as it may determine, the work herein described or such part thereof as it may deem necessary; and the CONTRACTOR hereto agrees that the OWNER shall have the right to take possession of or use any or all of the materials, plant, tools, equipment, supplies and property of every kind provided by the CONTRACTOR for the purpose of their work and to procure other tools, equipment and materials for the completion of the same and to charge to the account of the CONTRACTOR the expense of said contract for labor, materials, tools, equipment and expenses incident thereto. The expense so charged shall be deducted by the OWNER out of such monies as may be due or may at any time thereafter become due the CONTRACTOR under and by virtue of the contract or any part thereof.

The OWNER shall not be required to obtain the lowest bid for the work of completing the contract, but the expenses to be deducted shall be the actual cost of such work. In case such expense is less than the sum which would have been payable under the contract if the same had been completed by the CONTRACTOR, then in such case the OWNER may pay the CONTRACTOR the difference in the cost, provided that the CONTRACTOR shall not be entitled to any claim for damages or for loss of anticipated profits.

In case such expense shall exceed the amount which would have been payable under the contract if the same had been completed by the CONTRACTOR, the CONTRACTOR and their Surety shall pay the amount of the excess to the OWNER on notice from the OWNER for excess due including any costs incurred by the OWNER, such as inspection, legal fees and liquidated damages. When any particular part of the work is being carried on by the OWNER by contract or otherwise under the provisions of this section, the CONTRACTOR shall continue the remainder of the work in conformity with the terms of the contract and in such manner as not to hinder or interfere with the performance of workmen employed as above provided by the OWNER or Surety.

9-7.02 ABANDONMENT BY OWNER:

In case the OWNER shall fail to comply with the terms of this contract, and should fail or refuse to comply with said terms within ten (10) days after written notification by the CONTRACTOR, then the CONTRACTOR may suspend or wholly abandon the work, and may remove therefrom all machinery, tools and equipment, and all materials on the site of work that would have not been included in payments to the CONTRACTOR and have not been wrought into the work. And thereupon the ENGINEER shall make an estimate of the total amount earned by the CONTRACTOR, which estimate shall include the value of all work actually completed by said CONTRACTOR, (at the prices stated in the attached proposal where unit prices are used), 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 OWNER and all other sums that may be retained by the OWNER under the terms of this Agreement and shall certify same to the OWNER 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.

9-7.03 WAIVER OF ATTORNEY'S FEES:

CONTRACTOR and the OWNER expressly covenant and agree that in the event of any litigation arising between the parties to this contract, each party shall be solely responsible for payment of its attorneys and that in no event shall either party be responsible for the other party's attorney's fees, regardless of the outcome of the litigation.

SECTION 10

SPECIAL CONDITIONS OF AGREEMENT TABLE OF CONTENTS

10-1	General	10.2
	
	
	
	10-2
10-2	Project Maintenance.....	10.2
10-3	Bonds and Insurance	10.2
10-4	Permits and Licenses.....	10.4
10-5	Addenda	10.4
10-6	Project Construction Schedule	10.4
10-7	Boundaries of Work.....	10.5
10-8	Examination of Project Sight	10.5
10-9	Protection of Site.....	10.5
10-10	Location and Protection of Existing Structures and Utilities	10.5
10-11	Property Lines and Monuments	10.6
10-12	Barricades and Danger Signals	10.6
10-13	Water for Construction.....	10.7
10-14	Competent Workmen	10.7
10-15	Sheeting, Shoring and Bracing.....	10.7
10-16	Materials.....	10.8
10-17	Materials and Batch Design Submitted for Approval.....	10.8
10-18	Testing of Materials	10.8
10-18-A	Materials Testing Policies	10.8
10-19	Rejected Materials.....	10.12
10-20	Materials and Workmanship	10.13
10-21	Storage.....	10.13
10-22	Batch Plant Requirements.....	10.13
10-23	Failure to Complete Work on Time	10.15
10-24	Project Sign	10.15
10-25	Mechanical Tamping.....	10.16
10-26	Sodding and Seeding Specifications.....	10.17
10-27	Construction in Public Roads and Private Drives.....	10.21
10-28-A	Project Clean-up.....	10.21
10-28-B	Cleanup for Final Acceptance.....	10.21
10-29	General Notes	10.22
10-30	Specific Technical Notes.....	10.28

SPECIAL CONDITIONS OF AGREEMENT

The purpose of the Special Conditions is to clarify the Technical Specifications and the Standard Specifications and adapt them to this particular contract as follows:

10-1 GENERAL:

The work covered by these specifications is located in the City of Grand Prairie, Texas, and consists of **JEFFERSON STREET (CSJ 0918-47-432)**.

10-2 PROJECT MAINTENANCE:

~~The CONTRACTOR shall maintain and keep in good repair the improvements covered by these plans and specifications during the life of his contract and for a period of two years after completion and acceptance of the project by the City of Grand Prairie.~~

~~During such time he shall, at his own expense, furnish all labor, materials, tools and equipment required and shall make such repairs and renewals or shall perform such work or reconstruction as may be necessary by any structural or functional defect or failure resulting from neglect, faulty workmanship or faulty materials in any part of the work performed by him.~~

~~Notice to the CONTRACTOR that repairs, renewals or reconstruction is required under this provision of the specifications may be made in the form of a registered letter, signed by the OWNER or his ENGINEER, addressed to the CONTRACTOR and deposited in the Post Office at Grand Prairie, Texas.~~

~~The CONTRACTOR is responsible to take immediate action to fix or repair any utility outage or hazardous condition due to construction failure within four (4) hours after notification. In case the CONTRACTOR is not able to fulfill this responsibility, the City will take the necessary action to correct the problem. The cost of such action(s) will be paid by CONTRACTOR.~~

10-3 BONDS AND INSURANCE:

A. BONDS

1. A Performance Bond in the amount of the total bid price must be attached. This bond shall be executed by the CONTRACTOR as Principal and by a corporate surety such as an insurance company or bonding company. No individual surety will be accepted.
2. A Payment bond providing for payment of all claimants supplying labor and/or material and/or subcontractors.

A Power of Attorney for the Attorney-in-Fact who signs for the surety must be attached.

3. ~~Maintenance Bond in the amount of one hundred (100%) percent of the total bid price must be attached. This bond secures maintenance of the improvements by the City. It shall be executed by the CONTRACTOR as Principal and by a corporate surety such as an insurance company or a bonding company. No individual surety will be accepted. A Power of Attorney for the Attorney in Fact who signs for the surety must be attached. All bonds shall be by a company acceptable to the City. The companies shall be adequately capitalized and is an insurance company admitted in Texas. If not an insurance company, it shall have sufficient assets bonded in Texas, as shown by affidavit, to satisfy any judgments which may be taken.~~

B. INSURANCE

1. **COMMERCIAL GENERAL AND COMPREHENSIVE GENERAL INSURANCE:**

It is understood and agreed as a part of this contract that the CONTRACTOR shall indemnify, save and hold the City harmless from any and all claims, demands or damages which result from any injury, loss or liability as a result of CONTRACTOR'S performance of this contract, including any for which it might be contended that the City is negligent. In that regard CONTRACTOR shall carry:

COMPREHENSIVE GENERAL LIABILITY AND CONTRACTOR'S INSURANCE:

LIMITS: COMBINED SINGLE LIMIT BODILY INJURY AND PROPERTY DAMAGE
\$1,000,000.00 EACH OCCURRENCE
\$2,000,000.00 AGGREGATE (PER PROJECT
ENDORSEMENT)
(PER LOCATION ENDORSEMENT)

AUTOMOBILE LIABILITY:

LIMITS: COMBINED SINGLE LIMIT BODILY INJURY AND PROPERTY DAMAGE - \$1,000,000.00 PER OCCURRENCE

It is understood that the purpose of the insurance required herein is to cover any liability that may result, not only against the CONTRACTOR but also against the City, as a result of CONTRACTOR'S performance of this contract. Therefore, such insurance shall not include any exclusion, which may be relied upon to cause the City not to be covered. Generally, the insurance coverage shall be provided by a company rated A+ or A in the current Best Key Rating Guides.

All insurance other than Worker's Compensation shall be of the occurrence type. The company shall be one acceptable to the OWNER and more specifically shall be adequately capitalized and rated and shall be a company admitted in Texas.

At the time of the execution of the contract and before commencing work, the CONTRACTOR shall submit to the OWNER a certificate of insurance in favor of the OWNER with a 30-day notice of cancellation, **naming the “City of Grand Prairie” as an additional insured** and showing that the CONTRACTOR has the coverage required herein. **All coverage shall include a waiver of subrogation clause in favor of the OWNER.** The CONTRACTOR shall also file with the OWNER valid Certificates of Insurance covering all sub-contractors.

2. **WORKMAN’S COMPENSATION AND EMPLOYER’S LIABILITY:**

CONTRACTOR shall carry Worker’s Compensation and Employer’s Liability.

LIMITS: WORKERS’ COMPENSATION STATUTORY EMPLOYER’S LIABILITY - \$1,000,000.00 PER OCCURRENCE

Also see Section 9, Item 3.19 of the “General Conditions of Agreement” in this Bid Book. A certificate of insurance must be attached showing that the CONTRACTOR has coverage providing for payment of benefits as specified by the Worker’s Compensation Law of the State of Texas.

10-4 PERMITS AND LICENSES:

Applicable permits and Licenses, as required, to construct the Project will be acquired by the OWNER. Obtaining any other special licenses and permits required shall be the responsibility of the CONTRACTOR unless specifically provided otherwise in the Contract Documents.

10-5 ADDENDA:

The OWNER reserves the right to issue addenda to these Special Provisions prior to accepting bids for the work. Such addenda shall be and are hereby made a part of these specifications. Upon receipt of the addenda, the CONTRACTOR shall acknowledge their receipt by listing the addenda and signing the appropriate spaces in the proposal.

10-6 PROJECT CONSTRUCTION SCHEDULE:

The CONTRACTOR shall provide a detailed construction schedule within the allotted time period for the City’s review and approval prior to commencing construction. The CONTRACTOR shall then review the updated construction schedule with the ENGINEER at the time of the monthly partial payment submittal. Failure of the CONTRACTOR to maintain the updated construction schedule shall be grounds for the withholding of that month’s partial payment submittal until the updated monthly schedule is properly updated and reviewed. The format for the construction schedule is to be a bar chart with individual major items of work (i.e. Start Construction, Traffic Control, Cleaning & Grubbing, Pavement Removal, Excavation, Install Storm Drain, Install Wastewater Main, Install Water Main, Main Testing, Subgrade Stabilization, Paving, Pavement Repair, Sodding/Seeding, Clean-up, Complete Construction and other items to be included/deleted as required). A project with multiple locations shall include the individual major items of work being performed at each location. Each item shall include a start and finish date along with the duration in working days. The critical path is to be shown along with all work being performed simultaneously. Each month, the CONTRACTOR shall also report the percentage of construction completed and identify the items that are ahead of schedule or delayed.

The CONTRACTOR shall factor into the schedule an average of six point seven (6.7) days per month for inclement weather for down time. The CONTRACTOR shall monitor actual inclement weather days and shall track the down time with the monthly invoices for the OWNER'S review and approval. Should the schedule fall behind, the CONTRACTOR shall submit a written request of additional working days in a timely manner including the cumulated documentation supporting such a request.

Refer to Section 9 Item 4.02 for procedures on how to file for Extension of Time and Section 10 Item 23 for Failure to Complete Work on Time.

10-7 BOUNDARIES OF WORK:

The OWNER will provide land, easements, and rights-of-way for the work specified in this contract and make suitable provisions for ingress and egress, and the CONTRACTOR shall not enter on or occupy with workers, tools, equipment or material any ground outside the property of the OWNER without the written consent of the Private or Public Owner of such ground. Other Contractors and employees or agents of the OWNER may, for all necessary purposes, enter upon the work and premises used by the CONTRACTOR, and the CONTRACTOR shall conduct work so as not to impede unnecessarily any work being done by others on or adjacent to the site.

The sites involved will be assumed to encompass at least the minimum areas needed to complete the work, but this does not necessarily mean that all trenches or other excavations can be back-sloped without bracing or shoring.

The CONTRACTOR shall investigate the site and satisfy himself that the proposed easements and sites are adequate for the construction of the Project and at the price bid. Before beginning construction in areas of public dedication, the CONTRACTOR shall inform the agency having jurisdiction in the area seventy-two (72) hours prior to initiation of the work.

If the site furnished by the OWNER is not large enough for the storage of materials, the CONTRACTOR shall furnish additional space as required at the CONTRACTORS' own expense.

10-8 EXAMINATION OF PROJECT SITE:

Prospective bidders shall make a careful examination of the site of the project; soil and water conditions to be encountered; improvements to be protected; disposal site for surplus material not designated to be salvage materials, and as to method of providing ingress and egress to private properties.

10-9 PROTECTION OF SITE:

The CONTRACTOR shall protect all structures, walks, pipelines, sprinkler systems, trees, shrubbery, lawns and other improvements during the progress of his work and shall remove from the site all debris and unused materials at the CONTRACTORS' expense.

10-10 LOCATION AND PROTECTION OF EXISTING STRUCTURES AND UTILITIES:

In the preparation of plans and specifications, the ENGINEER has endeavored to indicate the location of existing underground utility lines, which are known to the ENGINEER. No attempt has been made to show minor lines or service lines; however, it is not guaranteed that all major lines or structures have been shown on the plans. Prior to the start of the construction, the CONTRACTOR shall communicate with the local representative of the utility companies, including, but not limited to, Gas Company, Telephone Company, Electric Company, Cable Company, and any other public and private utility

companies, and advise said representatives of the route of the proposed construction in order to obtain the assistance of the utility companies in the location of and in the avoidance of the conflicts with utility lines. The CONTRACTOR shall uncover and determine the elevation and location of all conflicts well ahead of the excavation.

Where excavation endangers adjacent structures and utilities, the CONTRACTOR shall, at his own expense, carefully support and protect all such structures and/or utilities so that there will be no failure or settlement. Where it is necessary to move services, poles, guy wires, pipelines, or other obstructions, the CONTRACTOR shall notify and cooperate with the utility OWNER.

In case damage to any existing structure or utility occurs, whether failure or settlement, the CONTRACTOR shall restore the structure or utility to its original condition and position without compensation from the OWNER. All costs of temporarily or permanently relocating the conflicting utilities shall be borne by the CONTRACTOR without extra compensation from the OWNER.

Prior to commencing construction, the ENGINEER shall furnish the utility owners of such known utilities with copies of the plans showing the proposed construction. As the construction commences and progresses, it shall be the CONTRACTOR'S responsibility to plan with the utility owners of such utilities to uncover them or otherwise confirm their location if there appears to be any probability of conflict with the facility under construction. The cost of uncovering and locating such utilities shall be borne by the CONTRACTOR unless the utility company involved takes care of it or unless payment to the CONTRACTOR for such work is specifically provided in the Contract Documents.

If any such existing utilities are in direct physical conflict with the facilities being constructed, the CONTRACTOR will be compensated for extra work if approved by the OWNER the CONTRACTOR is required to perform to resolve such conflict; however, he will not be allowed extra compensation on the basis of inconveniences resulting from working near such utilities that are close to, but not in direct conflict with the project. The CONTRACTOR shall also be responsible for notifying the owner of such utility of any damages resulting from work by the CONTRACTOR and such utilities shall be considered to be "Adjoining Property" subject to the provisions of Section 9, Item 3.12 of the General Conditions.

10-11 PROPERTY LINES AND MONUMENTS:

The CONTRACTOR shall protect all property corner markers and when such markers or monuments are in danger of being disturbed, they shall be properly referenced and if disturbed shall be reset at the expense of the CONTRACTOR by a Surveyor Registered in the State of Texas.

10-12 BARRICADES AND DANGER SIGNALS:

Where the work is carried on in or adjacent to any street, alley or public place, the CONTRACTOR shall furnish, erect, maintain, and remove such barricades, fences, lights, control signs and other danger signals; shall provide such watchmen and shall take such other precautionary measures for the protection of persons or property and of the work as are necessary. Barricades shall conform to the **Texas Manual on Uniform Traffic Control Devices**, Latest Edition. A sufficient number of barricades shall be erected to keep vehicles from being driven on or into any work under construction. Barricades must be clean, visible and maintained at all times.

The CONTRACTOR shall furnish watchmen in sufficient number to protect the work. All items associated with traffic control shall be included at no extra pay unless specified otherwise in the Contract Documents.

The CONTRACTOR must notify the City's Traffic Control Division at (972) 237-8558 prior to the removal and/or installation of permanent signs.

The CONTRACTOR will be held responsible for all damage to the work due to the failure of barricades, signs, lights and watchmen to protect it, and whenever evidence is found of such damage, the ENGINEER may order the damaged portion immediately removed and replaced by the CONTRACTOR at his cost and expense. The CONTRACTOR'S responsibility for the maintenance of barricades, signs and lights and for providing watchmen shall not cease until the OWNER has accepted the project.

10-13 WATER FOR CONSTRUCTION:

At the expense of the CONTRACTOR, the water required for testing and construction may be obtained by the CONTRACTOR from the water system of the OWNER by planning with the City of Grand Prairie's Customer Services Division (972-237-8200).

10-14 COMPETENT WORKMEN:

The CONTRACTOR shall employ only competent workmen for the execution of his work and all such work shall be performed under the direct supervision of an experienced superintendent.

The Engineer shall have the right to have the Superintendent furnished by the contractor removed pursuant to the contract documents if, in the Engineer's sole judgment, such superintendent is not fulfilling his obligations under this contract, including, but not limited to, said superintendent's failure or inability to properly interpret and implement the plans and the specifications, to effectively expedite the work and supervise all employees utilized in connection therewith, to ensure adequate communication with, and a minimum inconvenience to, the public, or to cooperate with utilities, railroads, other contractors or agencies working on the project or near the project. Failure of the Contractor to replace the superintendent when requested by the Engineer shall be cause for the Owner to withhold partial payments.

10-15 SHEETING, SHORING AND BRACING:

The CONTRACTOR shall abide by all applicable federal, state and local laws governing excavation. Trench side slopes shall meet Occupational Safety and Health Administration (OSHA) standards that are in effect at the time of Bid Opening. Sheeting, shoring and bracing shall be required when side slope standards are not met. A trench box, meeting OSHA standards, will be acceptable. The low bidder shall submit detailed plans and specifications for trench safety systems that meet OSHA standards that are in effect at the time of Bid Opening for all trench excavation regardless of depth. These plans shall be sealed by an ENGINEER registered by the State of Texas and submitted to the City prior to formal execution of the contract. Work under this paragraph will be paid by the bid item in the appropriate item of the Contract Specification: SHEETING, SHORING AND BRACING and paid for based on the linear feet of trench excavation.

Note: All interested Contractors must attend the mandatory pre-bidder's meeting, set for in this Bid Book.

10-16 MATERIALS AND EQUIPMENT:

A – The CONTRACTOR shall furnish all new materials as shown on the plans and required by the specifications.

B – The CONTRACTOR shall be free to obtain the approved materials, equipment and articles from sources of its own selection. However, if the OWNER finds that the work shall be delayed or adversely affected in any way because a selected source of supply cannot furnish a uniform product in sufficient quantity and at the time required and a suitable source does exist, or the product is not suitable for the work, the OWNER shall have the right to require the original source of supply changed by the CONTRACTOR. The CONTRACTOR shall have no claim for extra cost or damage because of this requirement.

The CONTRACTOR warrants to the OWNER that all materials and equipment furnished under this Contract shall be new unless otherwise specified in the Contract documents and that same shall be of good quality and workmanship, free from faults and defects and in conformance with the Contract documents. All materials and equipment not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective and shall be promptly repaired or replaced by the CONTRACTOR at the CONTRACTOR’S sole cost upon demand of the OWNER. If required by the OWNER, the CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

C - All construction equipment and vehicles incorporated in the project shall bear the contractor’s name and phone number in 3” lettering.

10-17 MATERIALS AND BATCH DESIGN SUBMITTED FOR APPROVAL:

The CONTRACTOR shall submit for the approval of the ENGINEER, prior to commencing work, concrete batch design mixes to be used in all structural concrete, showing by weight and proportion each of cement, fine aggregate, and coarse aggregate and water to obtain a concrete of proper consistency, density and workability.

10-18 TESTING OF MATERIALS:

The City shall provide backfill, density and concrete testing for all capital improvement projects unless specified otherwise.

The CONTRACTOR shall be responsible for notifying the City’s testing firm at least 24 hours prior to any required testing.

The CONTRACTOR shall coordinate all testing activities with the City and its inspector and shall facilitate testing firm staff throughout the construction period. The inspector shall be present during all testing. All pipe, fittings, and other construction materials shall be inspected for defects and conformance to City of Grand Prairie Standards prior to placement.

All testing results will be submitted to the CONTRACTOR & OWNER within 5 days of testing.

The City shall make final decision as to the validity of all testing results.

The CONTRACTOR shall be responsible for ensuring that materials to be tested are in compliance with all plans and specifications prior to testing. All materials found not to be in compliance with the plans and specifications before and after testing shall be removed and replaced at the CONTRACTOR’S expense.

All costs associated with the retesting of work that fails to meet the specifications required in the contract documents shall be borne by the CONTRACTOR and further shall be withheld from pay requests submitted by the CONTRACTOR, based on the City's cost with no additional mark-up.

10-18-A MATERIALS TESTING POLICIES:

Inspector must be notified 24 hours prior to any testing. Failure to notify Inspector will result in rejection of test results and material being retested. Inspector should be present during all testing. All pipe, fittings, and other construction materials shall be inspected for defects and conformance to City of Grand Prairie Standards prior to placement.

SECTION 1: Wastewater

I. Backfill and Density Testing

- a) All trenches shall be backfilled in accordance with Section **10-25 Mechanical Tamping** and mechanically compacted with approved vibratory methods in accordance with (NCTCOG Item 504.5.3.2.1) unless otherwise stated on the plans or in this Bid Book.
- b) Densities shall conform to section **10-25 Mechanical Tamping** and (NCTCOG Item 504.5.3.2.1) unless otherwise stated on the plans or in this Bid Book. Proctor samples shall be taken for all classifications of soil on site. Atterberg Limits shall be determined on all proctor samples.
- c) Densities shall be in accordance with Section **10-25 Mechanical Tamping**. No "potholing" will be allowed.
- d) Densities shall be taken on all wastewater services on both sides of the street within the Right-of-Way and shall conform to section **10-25 Mechanical Tamping** and (NCTCOG Item 504.5.3.2.1) unless otherwise stated on the plans or in this Bid Book.
- e) Backfill adjacent to all structures shall be compacted manually and density tested on every lift.

II. Wastewater Line Inspection and Testing

- a) All wastewater lines shall be tested with a mandrel for 5% deflection (max.) in accordance with NCTCOG specification, Item 507.5.1.4.1. Inspector or another City representative must be present.
- b) All wastewater lines shall be tested by a low-pressure air test according to the NCTCOG specifications, Item 507.5.1.3. Inspector or another City representative must be present.
- c) All wastewater lines shall be videotaped. A copy of the video tape and stationing report shall be submitted to the City prior to any paving activities so failures may be identified and repaired accordingly (NCTCOG Item 507.5.2). All services shall be "panned."
- d) Mandrel, Air Test, and Television Inspection shall not be performed until all utilities are complete in place and backfilled.

III. Manhole Construction

- a) A concrete mix design must be submitted and approved by the City prior to any placement of concrete. See City of Grand Prairie Standard Construction Details for concrete requirements.

- b) Inspector shall be notified of concrete placement 24 hours in advance for steel and form inspection.
- c) One set of four cylinders (2-7 day & 2-28 day) for cast-in-place manholes shall be made for every day concrete is placed (ASTM C-31). Air, slump, and temperature tests shall be taken for every set of cylinders made. Concrete with a temperature above 95° F will be rejected. Additional cylinders and or tests may be requested at the Inspector or Engineer's discretion. Exterior forms shall not be removed for a minimum of 24 hours unless approved by Inspector or Engineer.

SECTION 2: Water

I. Backfill and Density Testing

- a) All trenches shall be backfilled in accordance with Section **10-25 Mechanical Tamping** and mechanically compacted with approved vibratory methods (NCTCOG Item 504.5.3.2.1).
- b) Densities shall conform to section **10-25 Mechanical Tamping** and (NCTCOG Item 504.5.3.2.1) unless otherwise stated on the plans or in this Bid Book. Proctor samples shall be taken for all classifications of soil on site. Atterberg Limits shall be determined on all proctor samples.
- c) Densities shall be in accordance with Section **10-25 Mechanical Tamping**. No "potholing" will be allowed.
- d) Densities shall be taken on all long services under pavement and shall conform to section **10-25 Mechanical Tamping** and (NCTCOG Item 504.5.3.2.1) unless otherwise stated on the plans or in this Bid Book.
- f) Backfill adjacent to hydrants, meter vaults, and other water related structures shall be compacted manually and density tested on every lift.

II. Water Main Testing

- a) Water mains shall be pressure tested according to the NCTCOG spec (Item 506.5). Water mains to be tested at 150 psi for 4 hours.
- b) Water samples shall be taken by City personnel. Sample points shall be hose bibs or faucets brought up to 12" above grade. Sample locations shall be determined by Inspector. (Samples may only be taken Monday through Thursday from 8 AM to 12 PM.)
- c) Inspection of water services and main line valves will be done at final walkthrough to ensure services are "hot" and valves are operational and fully open. This will be done by operating each service briefly to verify water flow and operating each valve to a closed position and back to the fully open position.
- d) Inspection of fire hydrants will also be done at final walkthrough. The hydrant will be operated with all caps closed to demonstrate no flange seal leakage. Then the hydrant will be operated with one cap removed to demonstrate ease of operation, water flow, and weep-hole performance.

SECTION 3: Storm Drains

I. Backfill and Density Testing

- a) All trenches shall be backfilled in accordance with Section **10-25 Mechanical Tamping** and mechanically compacted with approved vibratory methods (NCTCOG Item 504.5.3.2.1) unless otherwise stated on the plans or in this Bid Book.
- b) Densities shall conform to section **10-25 Mechanical Tamping** and (NCTCOG Item 504.5.3.2.1) unless otherwise stated on the plans or in this Bid Book. Proctor samples shall be taken for all classifications of soil on site. Atterberg Limits shall be determined on all Proctor samples.
- c) Densities shall be in accordance with Section **10-25 Mechanical Tamping**. No “potholing” will be allowed.
- d) Densities shall be taken on every lateral under pavement and shall conform to section **10-25 Mechanical Tamping** and (NCTCOG Item 504.5.3.2.1) unless otherwise stated on the plans or in this Bid Book.
- e) Backfill adjacent to inlets, headwalls, junction boxes, and other structures shall be compacted manually, and density tested on every lift.

II. Connections

- a) Collars, junctions, wyes, and damage repairs will be inspected prior to concrete placement and again prior to final embedment and backfill.

III. Structure Construction

- a) A concrete mix design must be submitted and approved by City prior to any placement of concrete. See City of Grand Prairie Standard Construction Details for concrete requirements.
- b) Inspector shall be notified of concrete placement 24 hours in advance for steel and form inspection.
- c) One set of four cylinders (2-7 day & 2-28 day) shall be made for every day concrete is placed (ASTM C-31). Air, slump, and temperature tests shall be taken for every set of cylinders made. Concrete with a temperature above 95° F will be rejected. Additional cylinders and or tests may be requested at the Inspector or Engineer’s discretion. Exterior forms shall not be removed for a minimum of 24 hours unless approved by Inspector or Engineer.

SECTION 4: Stabilization

I. Soil Classification and Sampling

- a) Samples shall be taken for all classifications of soils on site. Testing for sulfate presence and lime series tests shall be conducted for all samples. A geotechnical engineer shall submit a recommendation for stabilization to the City for approval. Where lime is recommended, lime content shall be 6% minimum. For soils with a P.I. of less than 10, a minimum of 5% Portland cement shall be used. Additional geotechnical testing and recommendations may be required by City as field conditions dictate. Atterberg Limits shall be determined on all Proctor samples.
- b) Lime stabilized sub-grade shall have an initial cure time of not less than 72 hours prior to remixing according to NCTCOG spec (Item 301.2.3.5.1).

II. Sub-grade Testing

- a) Gradations for lime treated sub-grade shall be taken at intervals not exceeding 300 feet along road and must pass 100% through a 1 3/4" sieve and 60% through a #4 sieve according to NCTCOG spec (Item 301.2.3.5.1).
- b) Gradations for Portland Cement treated sub-grade shall be taken prior to placement of cement and at intervals not exceeding 100 feet along road and must pass 100% through a 1" sieve and 80% through a #4 sieve according to NCTCOG spec (Item 301.3.3.2).
- c) Lime sub-grade shall be tested in accordance with NCTCOG spec (Item 301.2.1.3). Tests will be performed by excavating deeper than lime treatment and administering a phenolphthalein indicator.
- d) Densities shall be taken on sub-grade in accordance with section **10-25 Mechanical Tamping** and in accordance with (NCTCOG Item 301.2.3.6) unless otherwise stated on the plans or in this Bid Book.
- e) All sub-grade shall be visually 'proof rolled' after it is trimmed and prior to placement of steel.
- f) Densities shall be taken within 72 hours of concrete placement (NCTCOG Item 303.5.1). If more than 72 hours elapses, densities must be retaken unless an approved emulsion sealant is used (NCTCOG Item 302.3.5).
- g) Locations for densities, gradations, and depth checks shall be at the discretion of the Inspector and shall be representative of the entire cross section of sub-grade.
- h) Sub-grade failures shall be defined by Inspector or Engineer. Repair method will be discussed with Inspector or Engineer and approved prior to beginning repair work.
- i) At all testing location intervals, multiple tests may be required across width of right-of-way.

SECTION 5: Concrete Pavement

I. Concrete Testing

- a) A concrete mix design must be submitted and approved by the City prior to any placement of concrete. See City of Grand Prairie Standard Construction Details for concrete requirements.
- b) Inspector shall be notified of concrete placement 24 hours in advance for steel and form inspection.
- c) Additional cylinders and or tests may be requested at the Inspector or Engineer's discretion.

II. Cure Time, Cores, & Form Removal

- a) Forms shall not be removed from pavement, sidewalks, ramps, or retaining walls for 24 hours minimum, and shall not be backfilled less than 72 hours after concrete placement.
- b) Pavement shall have a minimum cure time of 7 days but may be opened to traffic earlier at the discretion of the Inspector or Engineer only after review of compressive strength data. Temporary perpendicular crossings may be made after 72 hours by ramping soil over the new pavement at a depth of not less than 18" and a width of not less than 10'.
- c) Prior to grout wiping any concrete, contractor shall demonstrate method of surface preparation to ensure adhesion of grout.

- d) Paving contractor shall core all streets to verify proper pavement thickness prior to acceptance. Cores for strength and depth shall be 4" diameter and taken at intervals not exceeding 300 feet. Locations will be approved by the City. Multiple cores may be required at each interval to represent entire cross section. There shall be zero tolerances for concrete strength and depth. No variances are allowed. Any areas of deficiency shall be proved, removed and replaced. All replacement shall be in full panel increments.

This information is an explanation of basic testing procedures and is meant to be used in conjunction with the City of Grand Prairie Standard Construction Details and the North Central Texas Council of Governments Standard Specifications for Public Works Construction, latest Edition.

10-19 REJECTED MATERIALS:

All materials which have been rejected or condemned by the inspector shall be immediately removed from the work site at the CONTRACTOR'S expense.

10-20 MATERIALS AND WORKMANSHIP:

No material which has been used by the CONTRACTOR for any temporary purpose whatsoever is to be incorporated in the permanent structure.

Where materials or equipment are specified by a trade or brand name, it is not the intention of the OWNER to discriminate against an equal product of another manufacturer, but rather to set a definite standard of quality of performance, and to establish an equal basis for the evaluation of bids. Where the words "equivalent", "proper" or "equal to" are used, they shall be understood to mean that the item referred to shall be proper, the equivalent of or equal to some other item in the opinion or judgment of the ENGINEER. Unless otherwise specified, all materials shall be the best of their respective kinds and shall be in all cases fully equal to approved samples. Notwithstanding that the words "or equal to" or other such expressions may be used in the specification in connection with a material, manufactured article or process, unless a substitute shall be approved in writing by the ENGINEER, the ENGINEER shall have the right to require the use of such specifically designated material, article or process.

10-21 STORAGE:

Material delivered to the site of the work in advance of their use shall be stored so as to cause the least inconvenience to the public, and in a manner satisfactory to the ENGINEER.

Cement shall be stored in a suitable weather tight building, which will protect the cement from dampness. The handling and storage of aggregate shall be done in such manner as to prevent intrusion of foreign materials and segregation of sizes, and shall preferably be stored on wooden platforms, metal sheets or similar material. If stored on the ground, the sites of the stockpiles shall be grubbed clean of all vegetation and leveled off, and the bottom six-inch layer of aggregate shall not be disturbed and shall not be used in the work.

10-22 BATCH PLANT REQUIREMENTS:

The CONTRACTOR shall comply with the City of Grand Prairie Requirements:

Permits:

A permit for concrete, asphalt or any other type of production facility established for mixing materials for paving or building may be granted for a temporary period by the Director of Engineering Services.

(Ord. No. 4135, § 1, 4-7-87)

Applications:

Any person, firm or corporation who desires to establish a temporary batching plant shall file an application for a permit with the Director of Engineering Services together with the minimum requirements set forth in section 7-174 of the UCD and such other information the Director of Engineering Services may require.

Minimum Requirements:

As a minimum, each application shall contain the name of the applicant, a map showing the proposed location of the plant, project to which the plant relates, period of time requested, and a permit exemption granted by the Texas Air Control Board.

Time limit:

Temporary batch plant permits will be issued for a project by the Director of Engineering Services upon request of the applicant and the filing of an application and fee meeting the requirements of this article. The duration of such permits shall be for a period of six (6) months or until the completion of the project, whichever occurs sooner. In the event that a project should take longer than six (6) months to complete, the applicant may apply for and receive an extension on his temporary batch plant permit, such extension to last for a period of six (6) months or until the completion of the project, whichever occurs sooner. As many extensions as are necessary may be granted to the applicant to complete the project.

Public notice:

Each permit application and extension shall be publicly advertised in the local newspaper to provide a minimum of ten (10) days for public review and comment. The Director of Engineering Services shall consider all public comment prior to approving or denying the permit application.

Fee:

The fee for processing an application for a temporary batch plant shall be three hundred fifty dollars (\$350.00) payable upon filing the application. In the event that an extension of the temporary batch plant permit should be sought, the fee for such extension shall be one hundred dollars (\$100.00). The fee for each follow-on extension of the temporary batch plant permit after the original extension of the temporary batch plant permit shall be one hundred dollars (\$100.00). CONTRACTOR shall pay the fees.

10-23 FAILURE TO COMPLETE WORK ON TIME:

If the CONTRACTOR fails to complete the contract in the number of working days bid or the working date specified in the Proposal, the time charge will be made for each working day thereafter.

The time set forth in the proposal for the completion of the work is an essential element of the Contract. For each working day under the conditions described in the preceding paragraph that any work shall remain incomplete after the expiration of the working days allowed, the amount per day given in the following schedule will be deducted from the money due or to become due the CONTRACTOR, not as a penalty, but as liquidated damages for the added expense of engineering and inspection involvement:

FOR AMOUNT OF CONTRACT	AMOUNT OF LIQUIDATED DAMAGES PER DAY
\$25,000 or less	\$ 100
\$25,001 to \$100,000	\$ 160
\$100,001 to \$1,000,000	\$ 240
More than \$1,000,000	\$ 500

In the alternative, if the actual damages are capable of being determined, those damages shall be deducted from the amounts due CONTRACTOR instead of the liquidated damages amount, and a notation of such damages shall be made at the time of payment, if not agreed upon earlier.

Refer to Section 9 Item 4.02 for procedures on how to file for Extension of Time.

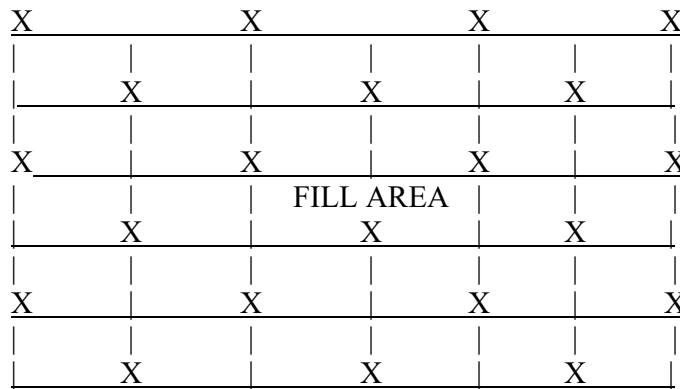
10-24 PROJECT SIGN:

The CONTRACTOR shall erect at least one (1) sign for each simultaneous project location (some areas may require two signs). All signs shall be in accordance with the City of Grand Prairie Standard Drawings (see Attachment #3) and shall be maintained in good condition until completion of the project. The cost of signs shall be subsidiary to the total cost of the project. Capital Improvement Signs shall become the property of the CONTRACTOR at the end of construction and shall be installed, maintained and removed at the end of the project by the CONTRACTOR at no expense to the OWNER.

10-25 MECHANICAL TAMPING:

- A. All ditch lines and bore pits shall be mechanically tamped.
- B. Backfill, other than select fill, may consist of on-site or off-site inorganic soils and should be placed in loose lifts 6"-8" in thickness and should be mechanically compacted to 95 percent of the maximum dry density as defined by ASTM D-698 (Standard Proctor) procedures under existing and proposed pavement, and to 90 percent standard proctor procedures elsewhere. The moisture content of the fill at the time of compaction should be near optimum to four percentage points above the proctor optimum value.
- C. All backfill material shall be select native material - 6" diameter clods and smaller unless directed otherwise on the plans or in this Bid Book and to be mechanically tamped and density controlled as described in Item No. B. above.
- D. Water jetting is not permitted.
- E. Densities shall be taken every one (1) lift at staggered increments not to exceed 200. Offset fifty (50'±) feet every other lift.
- F. Densities shall be taken at typical locations as shown below:

0+00 0+50 2+00 (Max.)



(Legend: X denotes densities.)

10-26 SODDING AND SEEDING SPECIFICATIONS:

SITE PREPARATION: Prior to seeding or sodding, the CONTRACTOR shall prepare all unpaved areas disturbed by this project by minimum depth of three (3) inches and all washed out areas shall be filled and leveled with topsoil.

TOPSOIL: The CONTRACTOR shall topsoil all unpaved areas disturbed by this project. Topsoil shall be a minimum of four (4") inches thick (compacted), placed to conform to the sections shown on the plans. Topsoil shall be suitable material salvaged from the project excavations as available or from approved borrow sources. Topsoil shall be fertile loam, easily cultivated and free from objectionable material and shall have a relatively high erosion resistance and be readily able to support the growth of vegetation. No separate payment will be made for salvaging and placing topsoil, but payment for this work shall be considered subsidiary to various bid items in the proposal.

SODDING:

- A. **Description:** Sodding shall consist of providing and planting Bermuda Grass, St. Augustine Grass, or other specified and acceptable sod along or across such areas as are designated on the plans and in accordance with specification requirement herein outlined. Sod shall match adjacent areas unless specified otherwise.
- B. **Planting Season:** All planting shall be done between April 15 and September 15 to keep the planting between average date of the last freeze in the spring and six weeks prior to the average date for the first freeze in the fall according to the Texas Almanac or U.S. Weather Bureau for the area in which the project is located except as specifically authorized in writing.
- C. **Materials:** The sod shall consist of live, growing Bermuda grass or other specified and acceptable sod secured from sources as approved by the ENGINEER. Bermuda grass sod, St. Augustine sod, or other sod shall have a healthy virile root system of dense, thickly matted roots throughout the soil of the sod for a minimum thickness of one (1) inch. The CONTRACTOR shall not use sod from areas where the grass is thinned out, nor where exposure to the air and sun to such an extent as to have damaged or dried out the grass roots limiting its ability to grow when transplanted. The sod shall be free from noxious weeds or other grasses and shall not contain any matter deleterious to its growth or which might affect its subsistence or hardiness when transplanted. Unless the area has been closely pastured, it shall be closely mowed and raked to remove all weeds and long-standing stems.

Care shall be always taken to retain the native soil on the roots of the sod during the process of excavating, hauling and planting. Sod material shall be kept moist from the time it is dug until planted. When so directed by the ENGINEER, the sod existing at the source shall be watered to the extent required prior to excavation.

- D. **Construction Methods:** After the designated areas have been completed to the lines, grades, and cross sections as shown on the plans or as provided for in other items of this Contract, and after topsoil has been provided, sodding of the type specified shall be performed in accordance with the requirements hereinafter described.
- (1) **Watering:** The sodded areas shall be watered at such times to maintain positive growth and in the manner and quantity as directed by the ENGINEER. No separate payment shall be made for watering.
 - (2) **Finishing:** Where applicable, the shoulders, slopes and ditches shall be smoothed. After planting has been completed, and shaped to conform to the desired cross sections, any excess soil from planting operations shall be spread uniformly over adjacent areas or disposed of as directed by the ENGINEER so that the completed surfaces will present a neat appearance.
- E. **Block Sodding:** At locations sod blocks shall be carefully placed on the prepared areas. The fertilizer shall then be applied in accordance with the applicable provisions of the Item "Fertilizer" and thoroughly watered. When sufficiently dry, the sodded area shall be rolled or tamped to form a thoroughly compacted, solid mat. Any voids left in the block sodding shall be filled with additional sod and tamped. Surfaces of block sod, which, in the opinion of the ENGINEER, may slide due to the height and slope of the surface or nature of the soil, shall, upon direction of the ENGINEER, be pegged with wooden pegs, or other methods as approved by the ENGINEER, driven through the sod blocks into firm earth sufficiently close to hold the block sod firmly in place. Edges along curbs and drives, walkways, etc., shall be carefully trimmed and maintained until accepted.

SEEDING:

- A. **Description:** Seeding for Erosion Control shall consist of preparing ground, providing and planting seed, or a mixture of seeds, of the kind specified along and across such areas as are designated in the measurement portion of this specification. The type of seeding, such as hydro mulch, etc. --- shall be as specified in the plans or in the Bid Book.
- B. **Materials:** The type seed used shall be specified unless otherwise approved by the ENGINEER. All seed used must carry a Texas Testing Seed Label showing purity and germination, name and type of seed and that the seed meets all requirements of the Texas Seed Law. Seed furnished shall be of the previous season's crop and the date of analysis shown on each tag shall be within nine (9) months of the time of delivery to the project. Each variety of seed shall be furnished and delivered in separate bags on containers. A sample of each variety of seed shall be furnished for analysis and testing when directed by the ENGINEER.

The Bermuda Grass shall equal or exceed 95% purity and 90% germination.

C. **Seed Densities:** Seed densities shall be as follows:

Type I	Bermuda Grass-hulled - 45 pounds per acre
Type II	Perennial Rye grass - 15 pounds per acre
Type III	Bermuda Grass - unhulled - 45 pounds per acre

D. **Planting Season:** Planting hulled Bermuda Grass seed (Type I) shall be done between the months of April through September. Planting of combination unhulled Bermuda grass seed (Type III) and Perennial Rye (Type II) shall be done between the months of September through February. Fertilizer shall conform to the requirements of the Special Item "Fertilizer".

E. **Construction Method:** After the designated area has been prepared as provided for in other items of the Contract, seeding of the type specified shall be performed in accordance with the requirements hereinafter described:

Seed or seed mixture, in the quantity specified, shall be uniformly distributed over the areas shown on the plans or where directed. Seed and fertilizer are to be distributed as water slurry, and the mixture shall be applied to that area to be seeded within 30 minutes after all components are placed in the equipment. Fertilizer shall conform to the requirements. After planting, the seed shall be raked or harrowed into the soil to a depth of approximately ¼ inch. The planted area shall then be rolled with a smooth roller, developing 15 to 25 psi contact pressure upon the planted surface area and giving smooth surface without ruts or tracks. After compacting is completed, the planted area shall be watered sufficiently to assure uniform moisture from the surface to a minimum of six inches in depth.

F. **Hydro mulch Bermuda Seeding:** Existing grassed areas to be removed for construction of the street, sidewalks, waterlines, wastewater lines or storm drains, and parkway or channel areas where grass did not originally exist, shall be seeded with Bermuda Grass by hydro mulching. Hydro mulch seeding shall be with Bermuda Grass or combinations, by a City approved method. In areas to be hydro mulched with slopes exceeding 3:1, the CONTRACTOR shall provide additional erosion control with a method or product acceptable to the City to hold grass and topsoil in place until grass is fully established at no extra pay.

All washed out areas shall be filled, leveled and re-hydro mulched. Fertilizer shall be applied to seeded areas. Fertilizer application shall conform to NCTCOG Item 202.4 "Fertilizer". Hydro mulch seeding will be paid for at the price bid per square yard. No separate payment will be made for fertilizer and watering.

FERTILIZER:

A. **Description:** "Fertilizer" shall consist of providing and distributing fertilizer over the seeded and sodded areas.

B. **Materials:** All fertilizer used shall be delivered in bags or containers clearly labeled showing the analysis. A pelleted or granulated fertilizer shall be used with an analysis of 16-8-8. The figures in the analysis represent the percent of nitrogen, phosphoric acid, and potash nutrients respectively as determined by the methods of the association of Official Agriculture Chemists.

- C. **Construction Methods:** The fertilizer shall be pelleted or granulated fertilizer and shall be applied uniformly over the area specified to be fertilized and, in a manner, directed for the item of work. The fertilizer shall be dry and in good physical condition. Fertilizer that is powdered or caked will be rejected. Distribution of fertilizer for the item of work shall meet the approval of the ENGINEER.

Unless otherwise indicated on the plans, fertilizer shall be applied uniformly at the average rate of 400 pounds per acre for all types of “Disked Seeding” and as per the supplier’s specification for sodding and seeding.

- D. **Payment:** The work performed and materials furnished will be subsidiary to the seeding and sodding.

SODDING AND SEEDING MAINTENANCE:

The CONTRACTOR shall be responsible for the maintenance (repair or replacement included) of all the sodded and seeded areas and all such areas are to be in good growing condition.

The CONTRACTOR’S maintenance responsibility for grass shall be fulfilled only when grass has reached 85% coverage condition and to the satisfaction of the ENGINEER. All work, which has been rejected or condemned shall be repaired, including removal and replacement of material, if deemed necessary, at no extra cost.

MOWING:

Mowing is a part of this Contract. Mowing includes cutting the grass, weeding flower beds, removing/killing weeds from grassy areas, edging along grass and hard-edge interfaces, trimming hedges, and general lawn care. Mowing will be performed until the Final Affidavit of Payment has been signed by the CONTRACTOR, ENGINEER, and OWNER.

WATER:

Please refer to Item No. 10-13 of the “Special Conditions of Agreement” in this Bid Book.

REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK:

All work, which has been rejected or condemned shall be repaired or if it cannot be repaired satisfactorily, it shall be removed and replaced at the CONTRACTOR’S expense. Defective materials shall be immediately removed from the site of the work. Work done without line and grade having been given, work done beyond the lines or not in conformity with the grades shown on the drawings or as given, save as herein provided, work done without proper inspection or any extra or unclassified work done without written authority and prior agreement in writing as to prices, shall be done at the CONTRACTOR’S risk, and will be considered unauthorized, and at the option of the ENGINEER, may not be measured and paid for, and may be ordered removed at the CONTRACTOR’S expense.

10-27-A CONSTRUCTION IN PUBLIC ROADS AND PRIVATE DRIVES:

No public road shall be entirely closed unless approved otherwise. It shall be the responsibility and at the expense of the CONTRACTOR to build and maintain all weather by-passes and detours that might be required on and across the roads involved in the work included in this Contract at no extra pay.

Throughout the entire construction, the CONTRACTOR shall conduct his operations in such a manner that those requiring access to property adjacent to the construction shall be caused a minimum of inconvenience, and all drives shall be placed to a usable condition as soon as practicable. Property Owners or tenants of property where access and/or entrance drives are located shall be notified at least eight (8) hours prior to the time that the construction will be started at their driveways or entrances.

10-27-B ACCESS TO CONSTRUCTION SITE:

(1) It is the CONTRACTOR'S responsibility to provide an all-weather access to the construction site at no extra pay unless noted otherwise under separate items.

(2) The CONTRACTOR shall provide all-weather access to City inspectors, Materials testing staff and Emergency response vehicles and personnel throughout the construction period.

(3) CONTRACTOR shall restore all disturbed construction areas to pre-construction condition or better at no extra pay.

10-28-A PROJECT CLEAN-UP:

The CONTRACTOR shall be aware that keeping the project site in a neat and orderly condition is considered an integral part of the contracted work and as such shall be considered subsidiary to the appropriate bid items. Clean up work shall be done as directed by the Engineer as the work progresses or as needed. If, in the opinion of the Engineer, it is necessary, clean-up shall be done daily.

Clean up work shall include, but not be limited to:

- (1) Removing the trash, paper, rubbish and debris resulting from operations
- (2) Sweeping streets clean of dirt or debris
- (3) Alleviating any dust nuisance in the work area
- (4) Storing excess material in appropriate and organized manner
- (5) Keeping trash of any kind off of residents' property

If the Engineer does not feel that the jobsite has been kept in an orderly condition, on the next estimate payment (and all subsequent payments until completed) of the appropriate bid item(s) **will be reduced by 25%.**

Upon completion of the work and before final acceptance and final payment shall be made, the CONTRACTOR shall completely clean and remove from the site of the work all equipment, construction materials, surplus and discarded materials, temporary structures and debris of every kind. CONTRACTOR shall leave the site of the work in a neat and orderly condition equal to that which originally existed, or as called for in the Contract documents. Surplus and waste materials removed from the site of the work shall be disposed of at locations satisfactory to the Engineer, and at the CONTRACTOR'S sole cost.

10-28-B CLEANUP FOR FINAL ACCEPTANCE:

The CONTRACTOR shall make a final cleanup of all parts of the work before final acceptance by the OWNER. This cleanup shall include, among other things, the removal of all objectionable rocks, pieces of concrete and other construction materials, and in general preparing the site of the work in an orderly manner true to original grade and appearance.

Disposal shall not be made on adjacent private or public property without written permission filed with the ENGINEER. If permission is granted by the property owners, the material so disposed of is to be leveled and left in a condition satisfactory to the ENGINEER.

10-29 GENERAL NOTES:

1. All work shall be done in accordance with the City of Grand Prairie standards and specifications which has adopted the North Central Texas Council of Governments (N.C.T.C.O.G.) "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" along with all of the latest amendments. Copies may be obtained from the "NORTH CENTRAL COUNCIL OF GOVERNMENTS", PO Drawer 5888, Arlington, Texas, 76005-5888, Phone (817) 640-3300. A copy of the contract documents plans and specifications shall be available on-site at all times by the Contractor.
2. Prior to submission of the proposal, the Contractor shall have made a careful examination of the work site, the contract documents, and all matters that may affect the cost and time for the completion of the work involved.
3. The location and depth of all utilities shown on the plans are approximate and there may be other unknown existing utilities not shown on the plans. All existing utilities shall be field verified and protected by the Contractor prior to the start of construction. Also see General Note No. 4(D). The contractor shall contact the following utility companies 72 hours prior to doing any work in the area:

(a) Atmos Gas Line Location	PH (800) 344-8377
(b) TXUED Electric Line Location	PH (800) 344-8377
(c) ATT Telephone Line Location	PH (800) 246-8464 – enter 00000
(d) Time Warner Cable TV	PH (800) 344-8377
(e) City Utility Mains Line Location	PH (972) 237-8413
(f) City Utility Mains City Inspector	PH (972) 237-8321
(g) City Transportation Services	PH (972) 237-8139
(h) City Fire Administration	PH (972) 237-8302
(i) Verizon	PH (800) 624-9675
(j) U.S. Sprint	PH (800) 521-0579
(k) AT&T	PH (800) 252-1133
(l) Trinity River Authority	PH (972) 262-5186
(m) Texas Department of Transportation	PH (972) 291-4043
(n) City Fiber Optics/Signals	PH (972) 237-8413
4. It shall be the responsibility of the Contractor to perform the following at no additional compensation:
 - (a) Prevent any property damage to property owner's poles, fences, shrubs, mailboxes, etc.
 - (b) Provide access to all drives during construction. Provide all-weather access to the construction site throughout the construction period. See Section 10-27-B.
 - (c) Protect all underground and overhead utilities and repair any damages. Also see General Note No. 3.
 - (d) Notify all Utility Companies and verify location of all utilities prior to the start of construction.
 - (e) Cooperate with the Utility Companies where utilities are required or specified to be relocated.
 - (f) Work in close proximity to and protect existing Utility Mains, traffic lights and poles.
5. All communication between the City and the CONTRACTOR shall be through the City Inspector only.

6. In the preparation of the plans and specifications, the ENGINEER has endeavored to indicate the location of existing underground utilities. It is not guaranteed that all lines or structures have been shown on the plans.
7. The CONTRACTOR shall install the Capital Improvement Project Signs as specified in Section 10-24 of the Special Conditions of Agreement as per the ENGINEER'S specifications prior to any construction.
8. The successful CONTRACTOR shall submit a sequence of work schedule to the City of Grand Prairie prior to commencing work.
9. The CONTRACTOR shall provide proper barricades and maintain traffic flow as per MUTCD at all times.
10. CONTRACTOR is responsible for all cost involved in disposing of excess materials. The location for the disposal of construction material shall be approved by the City of Grand Prairie Engineering division prior to the start of construction.
11. All phases of construction must be coordinated with the ENGINEER. Field adjustments may be necessary and will be carried out as directed by the ENGINEER, at no extra pay.
12. The CONTRACTOR shall verify, locate, and protect existing water, sanitary sewer, fiber, storm sewer, gas, electric and telephone mains and services and restore service in case of any damage, at no extra pay.
13. The CONTRACTOR shall contact the City of Grand Prairie Transportation Services Department prior to any sign removal. Please See General Note No. 3. Sign removal and reinstallation/relocation shall be in good condition equal to or better than existing condition, and as per the ENGINEER'S specifications, with the cost incidental to the Project Bid Items.
14. All fences, signs, and property corner monuments removed for, or damaged during construction shall be replaced with new material as per the ENGINEER'S specifications. Extra payment shall not be made for this work.
15. The CONTRACTOR shall relocate existing mailboxes in conflict with the proposed improvements and as specified on the plans, in good condition equal to or better than existing condition, complete in place, and with the cost incidental to the Project Bid Items. The mailboxes shall be accessible at all times for mail delivery.
16. The City shall provide backfill, density and concrete testing for all capital improvement projects unless specified otherwise.
The CONTRACTOR shall be responsible for notifying the City's testing firm at least 24 hours prior to any required testing.
The CONTRACTOR shall coordinate all testing activities with the City and its Inspector and shall facilitate testing firm staff throughout the construction period.
All testing results will be submitted to the CONTRACTOR within 48 hours of testing.
The City shall make final decision as to the validity of all testing results.
17. The CONTRACTOR shall be responsible for taking all precautions to protect existing trees outside the scope of this Project.

18. The CONTRACTOR shall be responsible for repairing any damage caused by the CONTRACTOR outside of the designated work area with equal or better-quality material at the CONTRACTOR'S expense.
19. The CONTRACTOR shall locate, verify working condition and protect all existing sprinkler systems lines and heads (if any). Remove, adjust and reinstall in good condition equal to or better than existing condition; replace, if in direct conflict, with the same or better-quality material and appurtenances, all at no extra pay.
20. All existing grades shown on the plans are approximate and shown based on the best information available.
21. All backfill for ditch lines are to be mechanically tamped as per Item No. 10-25 of the "Special Conditions of Agreement" in the Bid Book to 95% STD Proctor density (ASTM D698), at a moisture content near optimum (-1% to +3%), with the cost incidental to the project.
22. All ditch lines shall be kept filled, as per specifications, by the end of each day at no extra pay.
23. All stations are along the centerline of the proposed pipes as shown on the plans.
24. All pipe shall be kept free of trash and dirt at all time. At the end of each day, the pipe shall be temporarily connected/sealed.
25. All trench widths for water, sanitary sewer and storm drain pipe installation shall be kept to a minimum where possible, and as per the ENGINEER'S specifications. If working in paved street and driveway areas open to traffic the CONTRACTOR shall provide for a temporary 3" cold mix asphalt surface material as per Item No. 330 "Cold mix limestone rock asphalt pavement (Class A) type "B" of the Texas Department of Highways and Public Transportation, "1993 Standard Specifications for the Construction of Highways, Streets and Bridges", to be placed over the ditch area as per the ENGINEER'S specifications, until the final permanent improvements are made; at no extra pay. Gravel driveway crossings shall be repaired with 6" thick flex base material, as per Item No. 301.5 of the N.C.T.C.O.G. specifications, and at no extra pay.
26. The CONTRACTOR shall keep the existing fire hydrants in service at all time.
27. The CONTRACTOR shall maintain the existing water mains in service during all phases of construction at no extra pay. Leaks caused by the CONTRACTOR shall be repaired immediately at the CONTRACTOR'S expense. Leaks along the existing water main, close to the working area, caused by vibration, etc. (during working hours) shall be repaired by the CONTRACTOR with the City only providing the required parts. The City will repair all leaks if the CONTRACTOR is not on the jobsite (primarily after working hours); if the leak is directly caused by the CONTRACTOR and not repaired, all charges incurred shall be billed to the CONTRACTOR.
28. All cutting and plugging of the existing water main where specified on the plans shall include all labor, fittings and appurtenances required to perform this work, with the cost incidental to the project. If the CONTRACTOR is unable to cut and plug the existing water mains due to the water supply having not been shut down adequately to perform this work within two (2) hours, and as determined by the City Inspector, the City of Grand Prairie Water Utilities Division will plug the water main with the CONTRACTOR supplying the required parts, with a field note on the As-built plans stating so. Please note that such situations shall be reported to the Water Utilities Division immediately at 972-237-8400.

29. The CONTRACTOR shall maintain the existing sanitary sewer mains and services in operation when installing the proposed sanitary sewer main. This shall include any temporary connections, if required. In areas of conflict, the cost of any sanitary sewer pumping as required shall be subsidiary to the total cost of the project.
30. The CONTRACTOR shall coordinate with the City Inspector to have the proposed sanitary sewer line televised with a representative present, prior to the final acceptance of this Project. The televising shall be performed by the CONTRACTOR at CONTRACTOR'S expense. Cost for televising proposed sanitary sewer lines shall be subsidiary to the various bid items for sanitary sewer pipe. All defects revealed shall be repaired/replaced by the CONTRACTOR prior to the final acceptance.
31. Construction dewatering, if any, is incidental to the Project Bid Items.
32. The CONTRACTOR shall inform the City of Grand Prairie Transportation Services Department through the City Inspector, in writing, a minimum of two weeks in advance of any street closing.
33. The hydro mulch seeding/sodding of any disturbed area to restore it to its original condition shall be as per the "Sodding and Seeding Specifications" Item 10-26 of the Special Conditions of Agreement in the bid book. The CONTRACTOR shall place block sod for all disturbed areas within maintained lawns or channel slopes (where applicable) or as shown on the plans.
34. Disturbed areas shall be cleaned and furnished with seed/sod per specifications, once each section of the proposed project is complete in place. The CONTRACTOR shall not wait until the Completion of the entire project before doing this work.
35. "Sheeting, Shoring and Bracing": The CONTRACTOR shall abide by all applicable federal, state and local laws governing excavation. Trench side slopes shall meet Occupational Safety and Health Administration (OSHA) Standards that are in effect at the time of Bid Opening. Sheeting, Shoring and bracing shall be provided when side slopes standards are not met. A trench box, meeting OSHA Standards, may be acceptable, unless negated by groundwater control measures. The selected proposer shall submit detailed plans and specifications for trench safety system that meet OSHA Standards that are in effect at the time of Proposal Opening. These plans shall be sealed by an Engineer registered by the State of Texas and submitted to the City prior to the formal execution of the Contract. Work under this paragraph will be paid by the Bid Item in Section No. 3 of the Contract Specifications: SHEETING, SHORING AND BRACING and paid for based on the linear feet of trench excavated. Please also refer to Item No. 10-15 of the "Special Conditions of Agreement" in the Bid Book.
36. CONTRACTOR shall conform activities to the SWPPP as specified, including installing, maintaining, and removing pollution controls, conducting and documenting inspections of pollution controls, sprinkling for dust control, maintaining spill response equipment on-site, and "good housekeeping". Pollution controls include silt fences (or erosion control mats), stabilized construction entrance, establishing grass, sprinkling for dust control. The CONTRACTOR shall also be responsible for submitting Notice of Intent (NOI) and Notice of Termination (NOT).

37. The CONTRACTOR is required by the Clean Water Act and EPA regulations and the TPDES and NPDES General Permit to develop a site-specific Storm Water Pollution Protection Plan (SWPPP) for the project which includes all disturbed areas by the construction including borrow, staging and storage areas and to secure a permit from TCEQ. The SWPPP with required inspection reports must be kept up to date and kept on the construction site at all times. The CONTRACTOR must prepare a Notice of Intent (NOI) and secure a permit from TCEQ for large construction sites of 5 or more acres of disturbed area with a copy of the NOI and the required Construction Site Notice posted at the construction entrance in clear view of the public during the construction. A copy of the NOI and NOT must be submitted to the **Stormwater Inspection Supervisor** for each permitted project. See State regulations General Permit to Discharge Waste under the Texas Pollution Discharge Elimination System (TPDES) No. TX 150000.
38. All erosion control devices shown on the approved plans shall be installed in accordance with the plan sequencing prior to commencing any earth disturbing activities. Failure to install the approved erosion control devices before starting the earth disturbing activities may result in sanctions including but not limited to withholding of payment, inspections and approvals, suspension of construction activities and citations until the approved erosion control devices are installed and maintained in compliance with the approved plans, City storm water ordinances and/or SWPPP and General Permit.
39. The CONTRACTOR shall maintain the existing water mains and services in operation when installing the proposed water main. This shall include any temporary connections, if required in areas of conflict.
40. All shrubs and landscaping disturbed during construction shall be replaced with the cost subsidiary to the total cost of the project.
41. The CONTRACTOR shall field verify depth and location of all existing City utilities prior to installing the new main.
42. During construction, all drainage ditches, channels, etc. shall be kept drained, insofar as practicable, and the work shall be conducted in a neat workmanlike manner.
43. CONTRACTOR shall provide and have a Traffic Control Plan and/or Detour Plan approved by the City's Transportation Services Department prior to start of construction (972.237.8322).
44. The CONTRACTOR shall coordinate with the City Inspector to have the proposed storm drain line televised with a representative present, prior to the final acceptance of this Project. The televising shall be performed by the CONTRACTOR at CONTRACTOR'S expense. Cost for televising proposed storm drain lines shall be subsidiary to the various bid items for storm drain pipe. All defects revealed shall be repaired/replaced by the CONTRACTOR prior to the final acceptance.
45. Equipment used for transporting concrete within the project limits must be approved by Aaron Long or his representative prior to starting construction. Concrete from outside the project limits shall be transported to the project site by ready-mix concrete trucks with revolving drums.

10-29 GENERAL NOTES:

1. All work shall be done in accordance with the City of Grand Prairie standards and specifications which has adopted the North Central Texas Council of Governments (N.C.T.C.O.G.) "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" along with all of the latest amendments. Copies may be obtained from the "NORTH CENTRAL COUNCIL OF GOVERNMENTS", PO Drawer 5888, Arlington, Texas, 76005-5888, Phone (817) 640-3300. A copy of the contract documents plans and specifications shall be available on-site at all times by the Contractor.
2. Prior to submission of the proposal, the Contractor shall have made a careful examination of the work site, the contract documents, and all matters that may affect the cost and time for the completion of the work involved.
3. The location and depth of all utilities shown on the plans are approximate and there may be other unknown existing utilities not shown on the plans. All existing utilities shall be field verified and protected by the Contractor prior to the start of construction. Also see General Note No. 4(D). The contractor shall contact the following utility companies 72 hours prior to doing any work in the area:

(a) Atmos Gas Line Location	PH (800) 344-8377
(b) TXUED Electric Line Location	PH (800) 344-8377
(c) ATT Telephone Line Location	PH (800) 246-8464 – enter 00000
(d) Time Warner Cable TV	PH (800) 344-8377
(e) City Utility Mains Line Location	PH (972) 237-8413
(f) City Utility Mains City Inspector	PH (972) 237-8321
(g) City Transportation Services	PH (972) 237-8139
(h) City Fire Administration	PH (972) 237-8302
(i) Verizon	PH (800) 624-9675
(j) U.S. Sprint	PH (800) 521-0579
(k) AT&T	PH (800) 252-1133
(l) Trinity River Authority	PH (972) 262-5186
(m) Texas Department of Transportation	PH (972) 291-4043
(n) City Fiber Optics/Signals	PH (972) 237-8413
4. It shall be the responsibility of the Contractor to perform the following at no additional compensation:
 - (a) Prevent any property damage to property owner's poles, fences, shrubs, mailboxes, etc.
 - (b) Provide access to all drives during construction. Provide all-weather access to the construction site throughout the construction period. See Section 10-27-B.
 - (c) Protect all underground and overhead utilities and repair any damages. Also see General Note No. 3.
 - (d) Notify all Utility Companies and verify location of all utilities prior to the start of construction.
 - (e) Cooperate with the Utility Companies where utilities are required or specified to be relocated.
 - (f) Work in close proximity to and protect existing Utility Mains, traffic lights and poles.
5. All communication between the City and the CONTRACTOR shall be through the City Inspector only.

6. In the preparation of the plans and specifications, the ENGINEER has endeavored to indicate the location of existing underground utilities. It is not guaranteed that all lines or structures have been shown on the plans.
7. The CONTRACTOR shall install the Capital Improvement Project Signs as specified in Section 10-24 of the Special Conditions of Agreement as per the ENGINEER'S specifications prior to any construction.
8. The successful CONTRACTOR shall submit a sequence of work schedule to the City of Grand Prairie prior to commencing work.
9. The CONTRACTOR shall provide proper barricades and maintain traffic flow as per MUTCD at all times.
10. CONTRACTOR is responsible for all cost involved in disposing of excess materials. The location for the disposal of construction material shall be approved by the City of Grand Prairie Engineering division prior to the start of construction.
11. All phases of construction must be coordinated with the ENGINEER. Field adjustments may be necessary and will be carried out as directed by the ENGINEER, at no extra pay.
12. The CONTRACTOR shall verify, locate, and protect existing water, sanitary sewer, fiber, storm sewer, gas, electric and telephone mains and services and restore service in case of any damage, at no extra pay.
13. The CONTRACTOR shall contact the City of Grand Prairie Transportation Services Department prior to any sign removal. Please See General Note No. 3. Sign removal and reinstallation/relocation shall be in good condition equal to or better than existing condition, and as per the ENGINEER'S specifications, with the cost incidental to the Project Bid Items.
14. All fences, signs, and property corner monuments removed for, or damaged during construction shall be replaced with new material as per the ENGINEER'S specifications. Extra payment shall not be made for this work.
15. The CONTRACTOR shall relocate existing mailboxes in conflict with the proposed improvements and as specified on the plans, in good condition equal to or better than existing condition, complete in place, and with the cost incidental to the Project Bid Items. The mailboxes shall be accessible at all times for mail delivery.
16. The City shall provide backfill, density and concrete testing for all capital improvement projects unless specified otherwise.
The CONTRACTOR shall be responsible for notifying the City's testing firm at least 24 hours prior to any required testing.
The CONTRACTOR shall coordinate all testing activities with the City and its Inspector and shall facilitate testing firm staff throughout the construction period.
All testing results will be submitted to the CONTRACTOR within 48 hours of testing.
The City shall make final decision as to the validity of all testing results.
17. The CONTRACTOR shall be responsible for taking all precautions to protect existing trees outside the scope of this Project.

18. The CONTRACTOR shall be responsible for repairing any damage caused by the CONTRACTOR outside of the designated work area with equal or better-quality material at the CONTRACTOR'S expense.
19. The CONTRACTOR shall locate, verify working condition and protect all existing sprinkler systems lines and heads (if any). Remove, adjust and reinstall in good condition equal to or better than existing condition; replace, if in direct conflict, with the same or better-quality material and appurtenances, all at no extra pay.
20. All existing grades shown on the plans are approximate and shown based on the best information available.
21. All backfill for ditch lines are to be mechanically tamped as per Item No. 10-25 of the "Special Conditions of Agreement" in the Bid Book to 95% STD Proctor density (ASTM D698), at a moisture content near optimum (-1% to +3%), with the cost incidental to the project.
22. All ditch lines shall be kept filled, as per specifications, by the end of each day at no extra pay.
23. All stations are along the centerline of the proposed pipes as shown on the plans.
24. All pipe shall be kept free of trash and dirt at all time. At the end of each day, the pipe shall be temporarily connected/sealed.
25. All trench widths for water, sanitary sewer and storm drain pipe installation shall be kept to a minimum where possible, and as per the ENGINEER'S specifications. If working in paved street and driveway areas open to traffic the CONTRACTOR shall provide for a temporary 3" cold mix asphalt surface material as per Item No. 330 "Cold mix limestone rock asphalt pavement (Class A) type "B" of the Texas Department of Highways and Public Transportation, "1993 Standard Specifications for the Construction of Highways, Streets and Bridges", to be placed over the ditch area as per the ENGINEER'S specifications, until the final permanent improvements are made; at no extra pay. Gravel driveway crossings shall be repaired with 6" thick flex base material, as per Item No. 301.5 of the N.C.T.C.O.G. specifications, and at no extra pay.
26. The CONTRACTOR shall keep the existing fire hydrants in service at all time.
27. The CONTRACTOR shall maintain the existing water mains in service during all phases of construction at no extra pay. Leaks caused by the CONTRACTOR shall be repaired immediately at the CONTRACTOR'S expense. Leaks along the existing water main, close to the working area, caused by vibration, etc. (during working hours) shall be repaired by the CONTRACTOR with the City only providing the required parts. The City will repair all leaks if the CONTRACTOR is not on the jobsite (primarily after working hours); if the leak is directly caused by the CONTRACTOR and not repaired, all charges incurred shall be billed to the CONTRACTOR.
28. All cutting and plugging of the existing water main where specified on the plans shall include all labor, fittings and appurtenances required to perform this work, with the cost incidental to the project. If the CONTRACTOR is unable to cut and plug the existing water mains due to the water supply having not been shut down adequately to perform this work within two (2) hours, and as determined by the City Inspector, the City of Grand Prairie Water Utilities Division will plug the water main with the CONTRACTOR supplying the required parts, with a field note on the As-built plans stating so. Please note that such situations shall be reported to the Water Utilities Division immediately at 972-237-8400.

29. The CONTRACTOR shall maintain the existing sanitary sewer mains and services in operation when installing the proposed sanitary sewer main. This shall include any temporary connections, if required. In areas of conflict, the cost of any sanitary sewer pumping as required shall be subsidiary to the total cost of the project.
30. The CONTRACTOR shall coordinate with the City Inspector to have the proposed sanitary sewer line televised with a representative present, prior to the final acceptance of this Project. The televising shall be performed by the CONTRACTOR at CONTRACTOR'S expense. Cost for televising proposed sanitary sewer lines shall be subsidiary to the various bid items for sanitary sewer pipe. All defects revealed shall be repaired/replaced by the CONTRACTOR prior to the final acceptance.
31. Construction dewatering, if any, is incidental to the Project Bid Items.
32. The CONTRACTOR shall inform the City of Grand Prairie Transportation Services Department through the City Inspector, in writing, a minimum of two weeks in advance of any street closing.
33. The hydro mulch seeding/sodding of any disturbed area to restore it to its original condition shall be as per the "Sodding and Seeding Specifications" Item 10-26 of the Special Conditions of Agreement in the bid book. The CONTRACTOR shall place block sod for all disturbed areas within maintained lawns or channel slopes (where applicable) or as shown on the plans.
34. Disturbed areas shall be cleaned and furnished with seed/sod per specifications, once each section of the proposed project is complete in place. The CONTRACTOR shall not wait until the Completion of the entire project before doing this work.
35. "Sheeting, Shoring and Bracing": The CONTRACTOR shall abide by all applicable federal, state and local laws governing excavation. Trench side slopes shall meet Occupational Safety and Health Administration (OSHA) Standards that are in effect at the time of Bid Opening. Sheeting, Shoring and bracing shall be provided when side slopes standards are not met. A trench box, meeting OSHA Standards, may be acceptable, unless negated by groundwater control measures. The selected proposer shall submit detailed plans and specifications for trench safety system that meet OSHA Standards that are in effect at the time of Proposal Opening. These plans shall be sealed by an Engineer registered by the State of Texas and submitted to the City prior to the formal execution of the Contract. Work under this paragraph will be paid by the Bid Item in Section No. 3 of the Contract Specifications: SHEETING, SHORING AND BRACING and paid for based on the linear feet of trench excavated. Please also refer to Item No. 10-15 of the "Special Conditions of Agreement" in the Bid Book.
36. CONTRACTOR shall conform activities to the SWPPP as specified, including installing, maintaining, and removing pollution controls, conducting and documenting inspections of pollution controls, sprinkling for dust control, maintaining spill response equipment on-site, and "good housekeeping". Pollution controls include silt fences (or erosion control mats), stabilized construction entrance, establishing grass, sprinkling for dust control. The CONTRACTOR shall also be responsible for submitting Notice of Intent (NOI) and Notice of Termination (NOT).

37. The CONTRACTOR is required by the Clean Water Act and EPA regulations and the TPDES and NPDES General Permit to develop a site-specific Storm Water Pollution Protection Plan (SWPPP) for the project which includes all disturbed areas by the construction including borrow, staging and storage areas and to secure a permit from TCEQ. The SWPPP with required inspection reports must be kept up to date and kept on the construction site at all times. The CONTRACTOR must prepare a Notice of Intent (NOI) and secure a permit from TCEQ for large construction sites of 5 or more acres of disturbed area with a copy of the NOI and the required Construction Site Notice posted at the construction entrance in clear view of the public during the construction. A copy of the NOI and NOT must be submitted to the **Stormwater Inspection Supervisor** for each permitted project. See State regulations General Permit to Discharge Waste under the Texas Pollution Discharge Elimination System (TPDES) No. TX 150000.
38. All erosion control devices shown on the approved plans shall be installed in accordance with the plan sequencing prior to commencing any earth disturbing activities. Failure to install the approved erosion control devices before starting the earth disturbing activities may result in sanctions including but not limited to withholding of payment, inspections and approvals, suspension of construction activities and citations until the approved erosion control devices are installed and maintained in compliance with the approved plans, City storm water ordinances and/or SWPPP and General Permit.
39. The CONTRACTOR shall maintain the existing water mains and services in operation when installing the proposed water main. This shall include any temporary connections, if required in areas of conflict.
40. All shrubs and landscaping disturbed during construction shall be replaced with the cost subsidiary to the total cost of the project.
41. The CONTRACTOR shall field verify depth and location of all existing City utilities prior to installing the new main.
42. During construction, all drainage ditches, channels, etc. shall be kept drained, insofar as practicable, and the work shall be conducted in a neat workmanlike manner.
43. CONTRACTOR shall provide and have a Traffic Control Plan and/or Detour Plan approved by the City's Transportation Services Department prior to start of construction (972.237.8322).
44. The CONTRACTOR shall coordinate with the City Inspector to have the proposed storm drain line televised with a representative present, prior to the final acceptance of this Project. The televising shall be performed by the CONTRACTOR at CONTRACTOR'S expense. Cost for televising proposed storm drain lines shall be subsidiary to the various bid items for storm drain pipe. All defects revealed shall be repaired/replaced by the CONTRACTOR prior to the final acceptance.
45. Equipment used for transporting concrete within the project limits must be approved by the City Project Manager or his representative prior to starting construction. Concrete from outside the project limits shall be transported to the project site by ready-mix concrete trucks with revolving drums.

42. All detention/retention basins shall be sodded with grass, landscaped, and irrigated in accordance with City standards. All such basins shall have a drainage and detention easement dedicated to the City, incorporating the basin and the outfall system(s) that conveys storm flows to the public storm drain system. All structures within detention and retention ponds shall be constructed to City standards, including any stone rip-rap or slope stabilization measures. Such detention and retention structures shall remain the ownership and maintenance of the owner/developer. The owner/developer (heirs and assigns) shall be bound with operations and maintenance of all such basins per Article 14, Section 14.6.3 and the agreement shall be recorded with the county prior to acceptance of the project by the City.
43. Seed/sod shall be furnished to establish ground cover over all disturbed areas as an erosion control measure. The Contractor shall not wait until the completion of the entire project before doing this work. The project shall not be considered for acceptance by the City unless the establishment of 100% ground cover with 80% density. Grass sod is required for placement of ground cover within a City easement or right-of-way that has been disturbed during construction activities.
44. The Developer/Owner and Contractor are required by the Texas Commission on Environmental Quality (TCEQ), Texas Pollutant Discharge Elimination System (TPDES) Construction General Permit (TXR150000), and the current City of Grand Prairie Stormwater Regulations to develop and prepare a site specific Stormwater Pollution Prevention Plan (SWP3) pursuant to Chapter 26 Section 26.040 of the Texas Water Code and Section 402 of the Clean Water Act. A Fully executed SWP3 will be submitted for review and acceptance by the City's Stormwater Department. Land disturbing activities that equal one (1) acre and less than five (5) acres are required by the TPDES Construction General Permit and the City of Grand Prairie to submit a SWP3 and a signed Small Construction Site Notice to the City's Stormwater Department. Land disturbing activities that equal five (5) acres or more, or included in a larger project or common plan of development that equals five (5) or more acres are required by the TPDES Construction General Permit and the City of Grand Prairie to submit a SWP3, Notice of Intent (NOI) and Construction Site Notice provided by the Primary Operator by definition in the TPDES Construction General Permit as having Day to Day operational control over the site. If there is a Primary Operator having control over construction plans or specifications, such operator shall also need to submit a NOI and Site Notice as defined in the TPDES Construction General Permit to the City. If a Secondary Operator is part of this plan, and meets the definition guidelines in accordance with the TPDES Construction General Permit, then they can or should fall under the Primary Operators NOI and will sign the Secondary Operator Construction Site Notice and submit to the City. The Construction Site Notice must be posted at the construction site in clear view of the public at all times during the life of the construction. Once construction activities have ceased and stabilization thresholds have been satisfied (100% coverage and 80% density), the Developer/Owner and Contractor must prepare and submit a Notice of Termination (NOT) to the TCEQ and a copy must be submitted to the City's Stormwater Department for each land disturbing activities that disturb 5 or more acres. For projects disturbing 1 or more acres but less than 5 acres, the signed Small Construction Site Notice must be submitted for removal of oversite to the City's Stormwater Department.
45. All erosion control devices shown on the plans released for construction shall be installed in accordance with the SWP3 sequencing prior to commencing any earth disturbing activities. Failure to install the erosion control devices before starting the earth disturbing activities may result in sanctions including, but not limited to, withholding of release of construction permits, inspections,

payment of City funded portions of the project, suspension of construction activities, or citations. Erosion control devices shall be installed and maintained in compliance with the project plans, City Stormwater ordinance and/or SWP3 and Construction General Permit. The contractor shall inspect the site daily and keep the site free of trash and construction debris.

46. The contractor shall comply with the SWP3 as specified, including installing, maintaining, and removing temporary control measures, conducting and documenting weekly inspections of control measures, watering for dust control, maintaining spill response equipment on-site, and other "good housekeeping" practices. Minimum control measures include silt fences (or erosion control mats), stabilized construction entrance, and establishing vegetation. Hay products are not acceptable as BMP's with the City of Grand Prairie. Curb cut-backs shall not be permitted for the purpose of BMP's only. The SWP3 must be readily available for review by the Stormwater Department or a designated representative.
47. These General Notes shall be included within the design documents and shall be sealed and signed by the Engineer of Record; therefore, certifying that these notes have not be altered as received from the City of Grand Prairie.

APPENDIX "A"
TRAFFIC CONTROL PLAN APPLICATION
& GUIDELINES



CITY OF GRAND PRAIRIE TRANSPORTATION SERVICES TRAFFIC CONTROL PLAN APPLICATION FY2019

OFFICE USE ONLY

Date Received: _____ RELEASED FOR CONSTRUCTION: DENIED:

Comments: _____

Application Reviewed By: _____ Date: _____

PLEASE TYPE OR PRINT LEGIBLY:

NATURE OF WORK

- Checkboxes for Sidewalk, Street Paving, Gas, Electric, Telephone, Water, Storm Drain, Wastewater, Street Cut, Street Bore, Subdivision, Fire Hydrant, Meter Vault, and DESCRIBE WORK TO BE DONE.

IDENTIFICATION PW Project #: _____ Project Inspector: _____

Project: _____

Address: _____

Location: _____

Beginning Date: _____ Estimated Completion Date: _____

Contractors shall NOT change the starting date. Any change in starting date will require resubmittal.

Property Owner/Utility: _____ Phone: _____

Contact Name: _____ Email: _____

Contractor Name: _____

Address: _____

Project Manager: _____ Email: _____

24-Hour Phone No: _____ Secondary Phone No: _____

NO LANE CLOSURES ON MAJOR ROADWAYS PERMITTED BEFORE 9:00AM OR AFTER 3:00PM

The release of these traffic control plans for construction is based on general compliance and does not approve or warrant the design and does not relieve the owner/developer/contractor from properly and safely employing traffic control per the Texas MUTCD on the project at all times. Owner/developer/contractor hereby agrees to hold the City of Grand Prairie harmless from any damages arising out of any claim in connection with this work.

SIGNATURE OF APPLICANT OR AUTHORIZED AGENT

Printed Name: _____ Company: _____

Signature _____ Date _____



CITY OF GRAND PRAIRIE TRANSPORTATION SERVICES

TRAFFIC CONTROL PLAN APPLICATION

FY2019

General Notes

1. The Contractor shall provide a proposed **detailed barricade plan, specific to project site conditions**, and a Traffic Control Application for review by the Transportation Services Department. The submitted plan shall conform to Part Six (6) of the Texas Manual on Uniform Traffic Control Devices (TMUTCD), as currently revised, for the minimum requirements of Temporary Traffic Control. **Please note that the Typical Applications featured in the TMUTCD will not be accepted in place of a detailed site-specific plan.** These figures are meant to be used as a guideline to develop your own site-specific plan.
 - <http://www.txdot.gov/government/enforcement/signage/tmutcd.html>
2. TCP's will only be released after a firm start date (weather permitting) has been established and communicated to Transportation services. Failure to notify Transportation services of start date changes within 48 hours will require TCP resubmittal.
3. No lane closures on major roadways permitted before 9:00 am or after 3:00 pm.
4. The Contractor is responsible to ensure that a copy of the approved Traffic Control Plan for the current phase is kept at the job site at all times.
5. The Contractor is responsible to ensure that all Traffic Control Devices meet MUTCD requirements, and be clean, made of high-visibility materials, legible, and correctly positioned.
6. The Contractor shall be responsible to maintain all work zone traffic control devices, including signing and barricading, 24-hours a day, until all work is completed.
7. The Construction Inspector or Transportation Services Department designee shall have the authority to stop all work until the Contractor provides the proper traffic control plan for the given conditions.
8. The Construction Inspector or Transportation Services Department designee shall have the authority to require additional signs, barricades or flagmen if he/she deems necessary.
9. The Contractor shall give all residents and/or businesses at least 24-hour written advanced notice before closing any driveways or alleys. Notice shall be written in both English and Spanish. "Business(es) Accessible" signs shall be added to the TCP, including any route changes necessary for access during construction.
10. The Contractor shall not use the roadway or parkway for parking and/or storage of construction materials unless advanced approval in writing by the Transportation Services Director is obtained.
11. No roadway shall be completely closed to through traffic without authorization from the Transportation Services Department Director. The Contractor shall notify the Transportation Services Department two (2) weeks prior to any requested roadway closure. The Director will then inform all affected agencies including, but not limited to, emergency services agencies, School Districts, US Postal Service, Grand Connection Transit Service and Grand Prairie Disposal Company. The Contractor shall place Variable Message Signs (V.M.S.) on roadways to be closed displaying dates and times of closure. The V.M.S. shall be on display for one (1) week prior to the closure of any City roadway. All text and wording displayed on the V.M.S. shall be approved by the Transportation Services Department prior to the deployment of the signs.

Submit the completed Traffic Control Plan Application and detailed barricade plan to:

Transportation Department City Hall 300 West Main Street, Grand Prairie, TX 75050

transportation@gptx.org

NOTES FOR FIGURE 6H.10 – TYPICAL APPLICATION 10
Lane Closure on a Two-Lane Road Using Flaggers

Option:

1. For low-volume situations with short work zones on straight roadways where the flagger is visible to road users approaching from both directions, a single flagger, positioned to be visible to road users approaching from both directions, may be used (see Chapter 6E).
2. The ROAD WORK AHEAD and the END ROAD WORK signs may be omitted for short-duration operations.
3. Flashing warning lights and/or flags may be used to call attention to the advance warning signs. A BE PREPARED TO STOP sign may be added to the sign series.

Guidance:

4. The buffer space should be extended so that the two-way traffic taper is placed before a horizontal (or crest vertical) curve to provide adequate sight distance for the flagger and a queue of stopped vehicles.

Standard:

5. At night, flagger stations shall be illuminated, except in emergencies.

Guidance:

6. When used, the BE PREPARED TO STOP sign should be located between the Flagger sign and the ONE LANE ROAD sign.
7. When a grade crossing exists within or upstream of the transition area and it is anticipated that queues resulting from the lane closure might extend through the grade crossing, the TTC zone should be extended so that the transition area precedes the grade crossing.
8. When a grade crossing equipped with active warning devices exists within the activity area, provisions should be made for keeping flaggers informed as to the activation status of these warning devices.
9. When a grade crossing exists within the activity area, drivers operating on the left-hand side of the normal center line should be provided with comparable warning devices as for drivers operating on the right-hand side of the normal center line.
10. Early coordination with the railroad company or light rail transit agency should occur before work starts.

Option:

11. A flagger or a uniformed law enforcement officer may be used at the grade crossing to minimize the probability that vehicles are stopped within 15 feet of the grade crossing, measured from both sides of the outside rails.

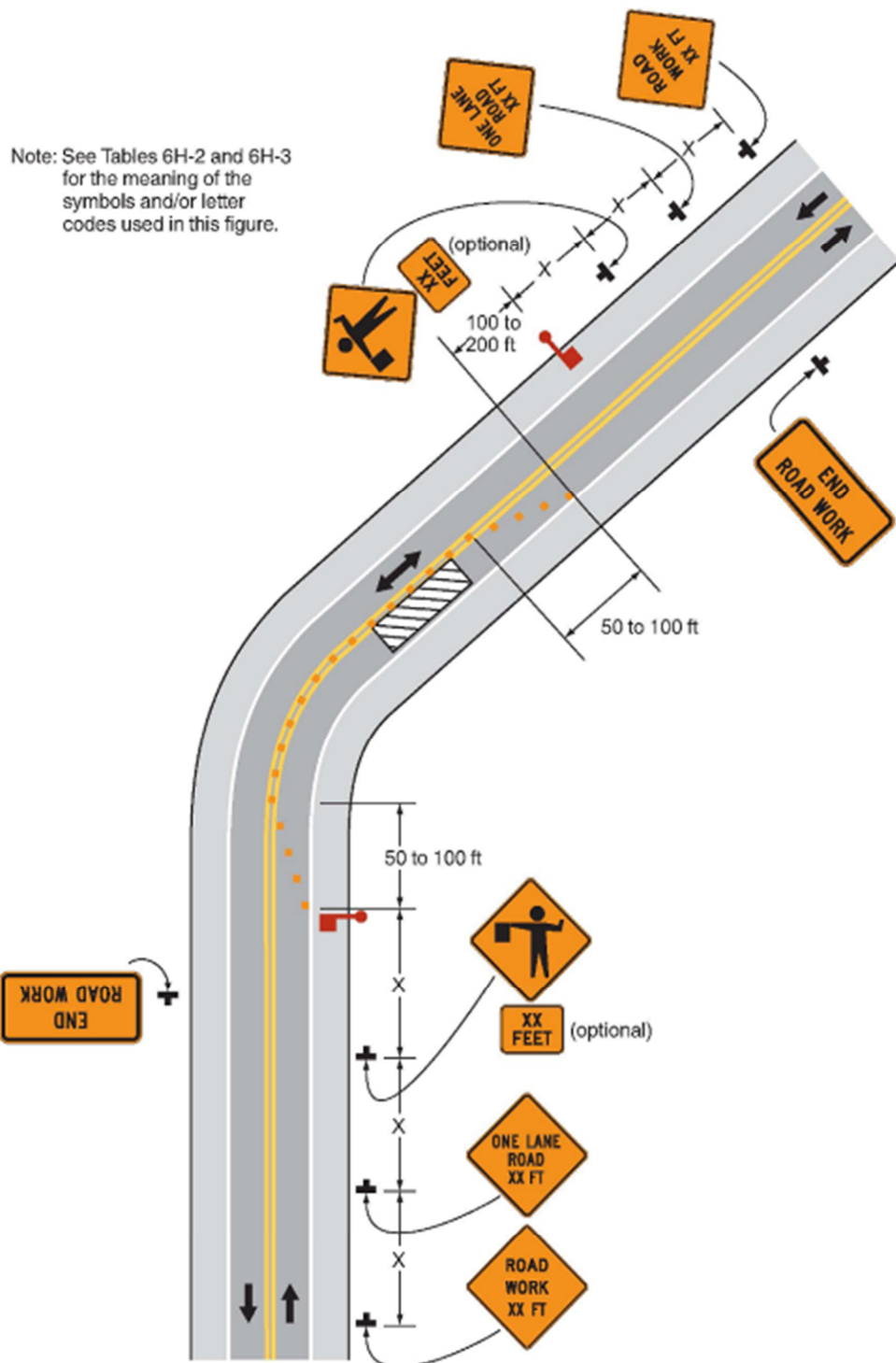
Guidance:

12. Access should be controlled throughout the construction or maintenance work zone. Closure of all entering intersections within the zone should be considered. Driveways create a problem that should be monitored by flaggers. Flaggers should have good visual contact or two-way radio contact with each other.
13. Length of work area should be based on the ability of flaggers to communicate.

Support:

14. Additional requirements for the location of flaggers stations are contained in section 6E.08

Figure 6H-10. Lane Closure on a Two-Lane Road Using Flaggers (TA-10)



Typical Application 10

NOTES FOR FIGURE 6H-11 TYPICAL APPLICATION 11
Lane Closure on a Two-Lane Road with Low Traffic Volumes

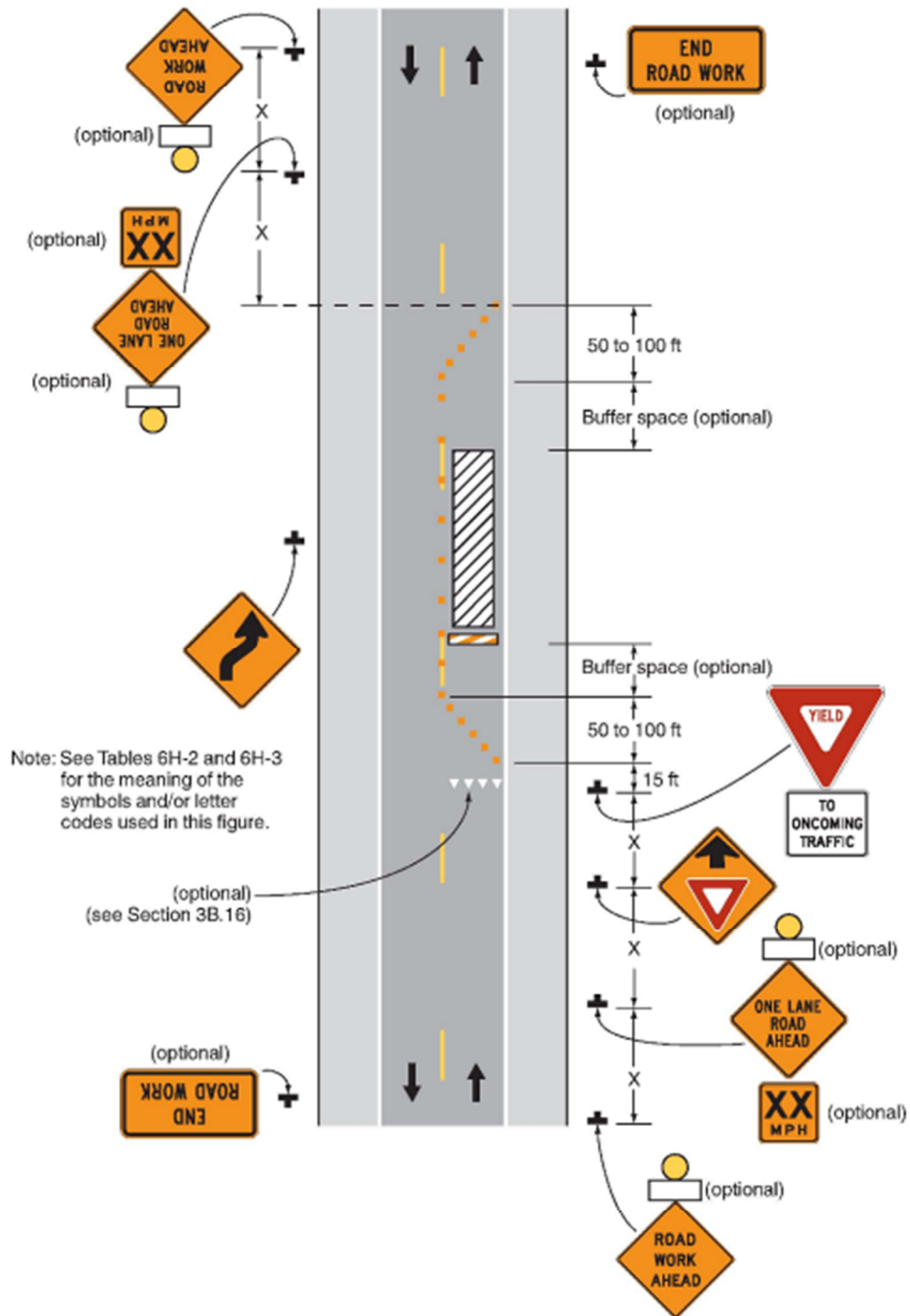
Option:

1. This TTC zone application may be used as an alternate to the TTC application shown in Figure 6H-10 (using flaggers) when the following conditions exist:
 - a. Vehicular traffic volume is such that sufficient gaps exist for vehicular traffic that must yield.
 - b. Road users from both directions are able to see approaching vehicular traffic through and beyond the worksite and have sufficient visibility of approaching vehicles.
2. The Type B flashing warning lights may be placed on the ROAD WORK AHEAD and the ONE LANE ROAD AHEAD signs whenever a night lane closure is necessary.

Guidance:

2. The location of the yield bar should be selected using the same considerations as those applying to a flagger station (See section 6E.08, paragraphs 01-03).

Figure 6H-11. Lane Closure on a Two-Lane Road with Low Traffic Volumes (TA-11)



Typical Application 11

NOTES FOR FIGURE 6H-18 TYPICAL APPLICATION 18
Lane Closure on a Minor Street

Standard:

1. This TTC shall be used only for low-speed facilities having low traffic volumes.

Option:

2. Where the work space is short, where road users can see the roadway beyond, and where volume is low, vehicular traffic may be self-regulating.

Standard:

3. Where vehicular traffic cannot effectively self-regulate, one or two flaggers shall be used as illustrated in Figure 6H-10.

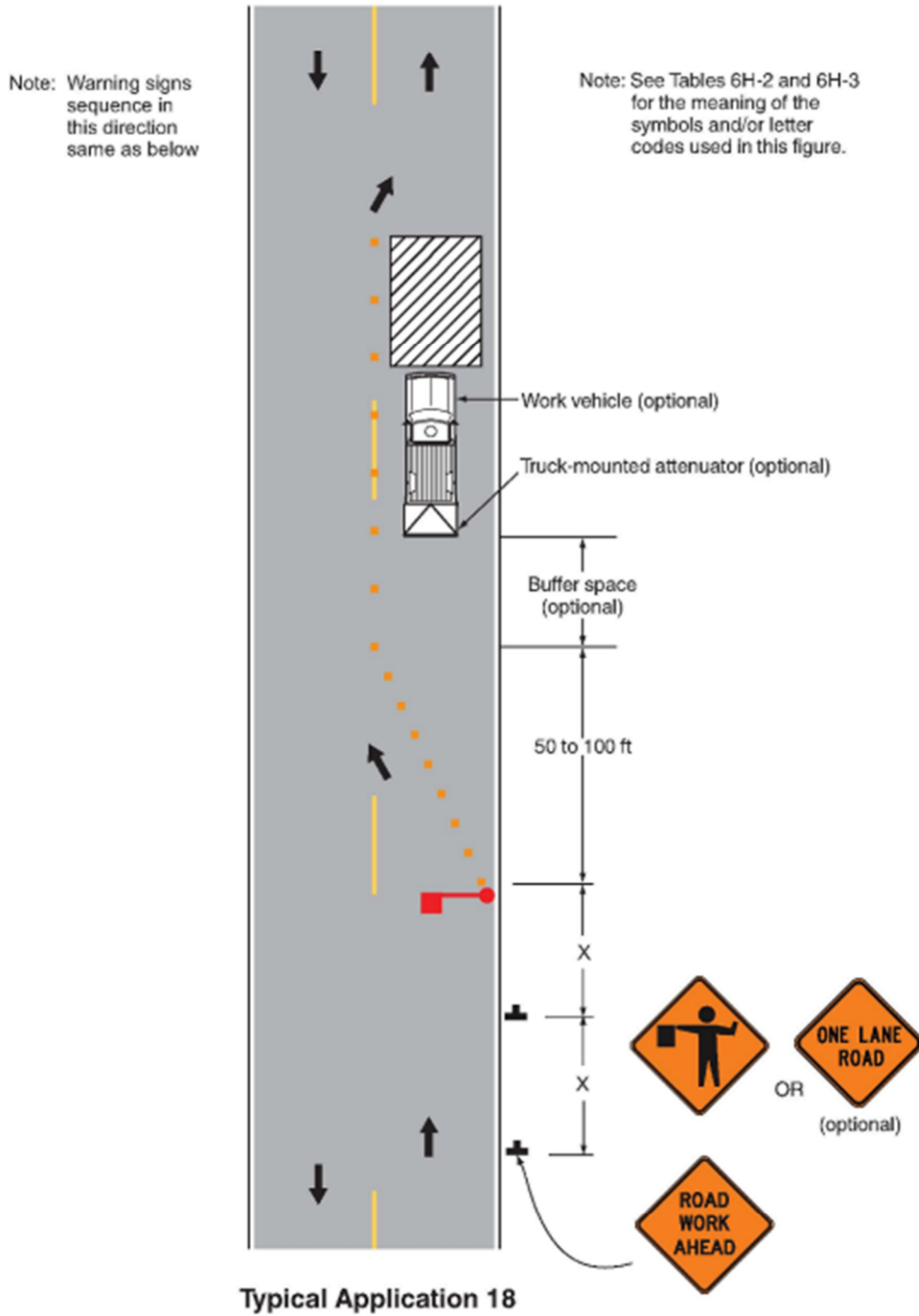
Option:

4. Flashing warning lights and/or flags may be used to call attention to the advance warning signs.
5. A truck-mounted attenuator may be used on the work vehicle and the shadow vehicle

Support:

6. Additional requirements for the location of flagger stations are contained in section 6E.08.

Figure 6H-18. Lane Closure on a Minor Street (TA-18)



NOTES FOR FIGURE 6H-19—TYPICAL APPLICATION 19
Detour for One Travel Direction

Guidance:

1. This plan should be used for streets without posted route numbers.
2. On multi-lane streets, Detour signs with an Advance Turn Arrow should be used in advance of a turn.

Option:

3. The STREET CLOSED legend may be used in place of ROAD CLOSED.
4. Additional DO NOT ENTER signs may be used at intersections with intervening streets.
5. Deleted
6. Detour signs may be located on the far side of intersections.
7. A Street Name sign may be mounted with the Detour sign. The Street Name sign may be either white on green or black on orange.

Standard:

8. When used, the Street Name sign shall be placed above the Detour sign.

NOTES FOR FIGURE 6H-20—TYPICAL APPLICATION 20

Detour for a Closed Street

Guidance:

1. This plan should be used for streets without posted route numbers.
2. On multi-lane streets, Detour signs with an Advance Turn Arrow should be used in advance of a turn.

Option:

3. Flashing warning lights and/or flags may be used to call attention to the advance warning signs.
4. Deleted
5. Detour signs may be located on the far side of intersections. A Detour sign with an advance arrow may be used in advance of a turn.
6. A Street Name sign may be mounted with the Detour sign. The Street Name sign may be either white on green or black on orange.

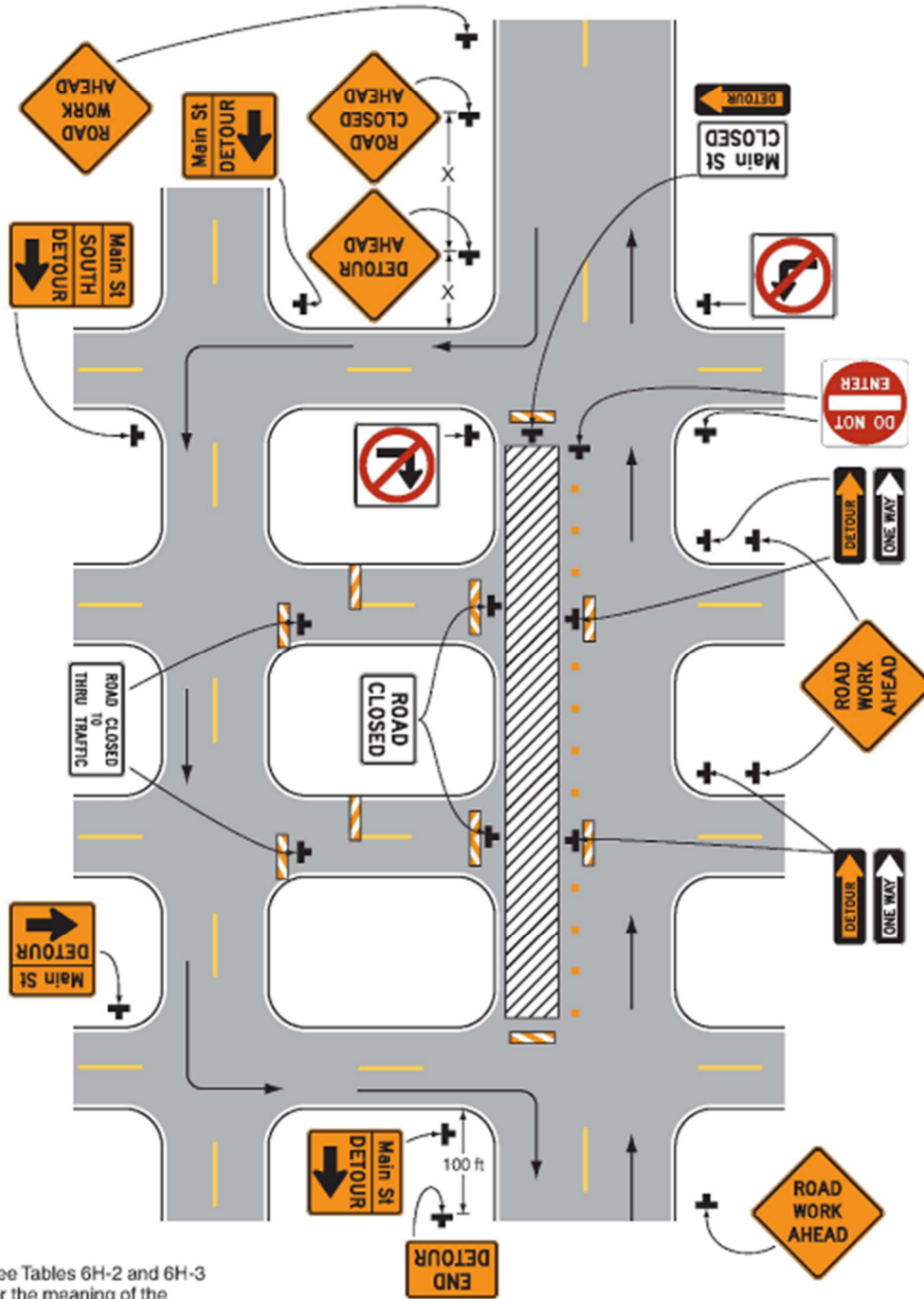
Standard:

7. When used, the Street Name sign shall be placed above the Detour sign.

Support:

8. See Figure 6H-9 for the information for detouring a numbered highway.

Figure 6H-19. Detour for One Travel Direction (TA-19)



Note: See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.

Typical Application 19

Notes for Figure 6H-30—Typical Application 30
Interior Lane Closure on a Multi-Lane Street

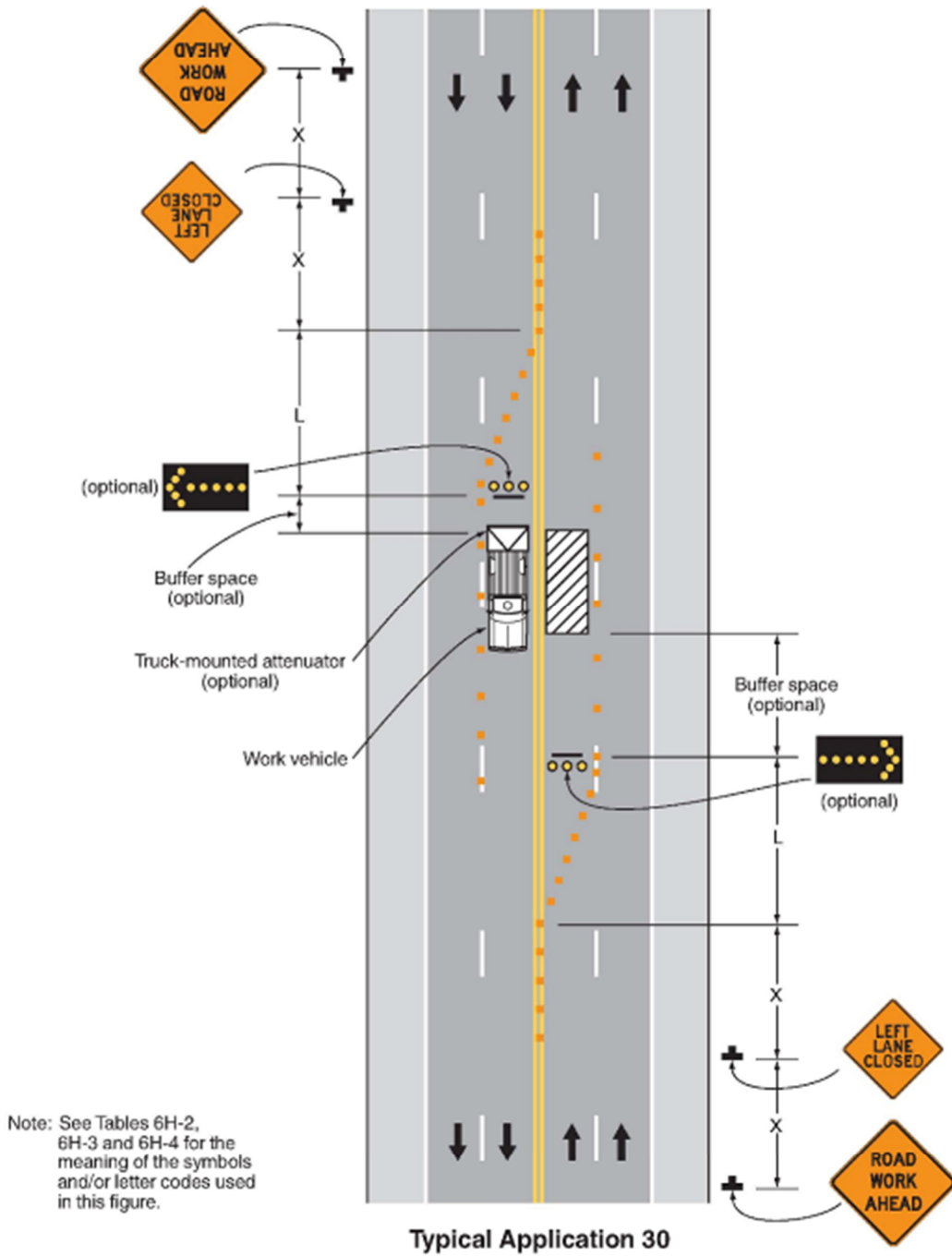
Guidance:

1. This information applies to low-speed, low-volume urban streets. Where speed or volume is higher, additional signing such as LEFT LANE CLOSED XX FT should be used between the signs shown.

Option:

2. The closure of the adjacent interior lane in the opposing direction may not be necessary, depending upon the activity being performed and the work space needed for the operation.
3. Shadow vehicles with a truck-mounted attenuator may be used.

Figure 6H-30. Interior Lane Closure on a Multi-Lane Street (TA-30)



NOTES FOR FIGURE 6H-33 TYPICAL APPLICATION 33
Stationary Lane Closure on a Divided Highway

Standard:

1. This information also shall be used when work is being performed in the lane adjacent to the median on a divided highway. In this case, the LEFT LANE CLOSED signs and the corresponding Lane Ends signs shall be substituted.
2. When a side road intersects the highway within the TTC zone, additional TTC devices shall be placed as needed.

Guidance:

3. When paved shoulders having a width of 8 feet or more are closed, channelizing devices should be used to close the shoulder in advance of the merging taper to direct vehicular traffic to remain within the traveled way.

Option:

4. A truck-mounted attenuator may be used on the work vehicle and/or shadow vehicle.
- 4A. For Short-Term applications, when post mounted signs are not used, the distance legend may be shown on the sign face rather than on a supplemental plaque.

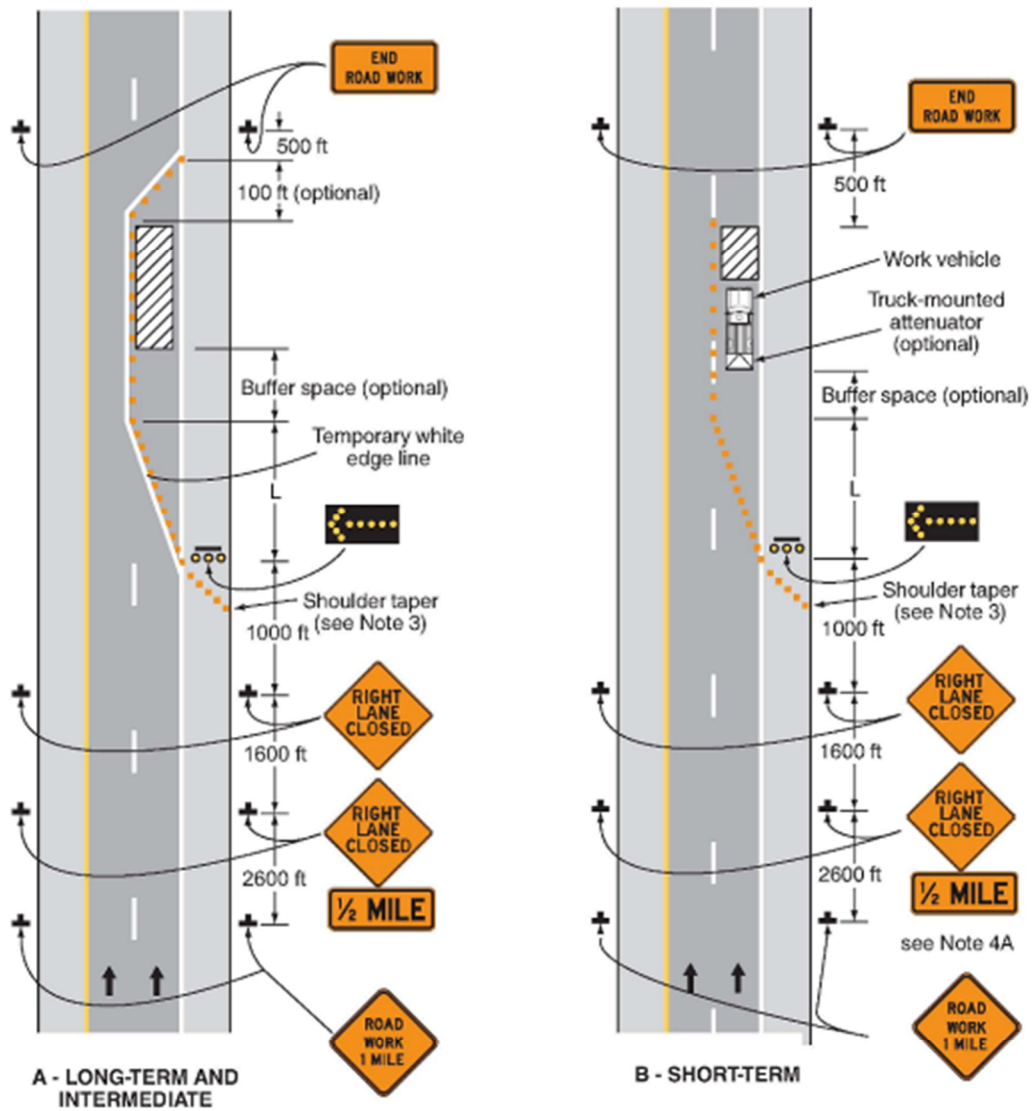
Support:

5. Where conditions permit, restricting all vehicles, equipment, workers, and their activities to one side of the roadway might be advantageous.

Standard:

6. An arrow board shall be used when a freeway lane is closed. When more than one freeway lane is closed, a separate arrow board shall be used for each closed lane.

Figure 6H-33. Stationary Lane Closure on a Divided Highway (TA-33)



Note: See Tables 6H-2, 6H-3 and 6H-4 for the meaning of the symbols and/or letter codes used in this figure.

Typical Application 33

APPENDIX “B”
DRUG-FREE JOBSITE ON CITY CONSTRUCTION PROJECTS

DRUG-FREE JOBSITE ON CITY CONSTRUCTION PROJECTS

- I. In the interest of job safety and to protect the general public, other contractors and the OWNER'S employees from the consequences of accidents that are caused by worker abuse of controlled substances on City construction projects, the bidder certifies by submission of its bid that it will make a good faith effort to maintain a drug-free jobsite, and also certifies that to further this objective it will:
- (a) Establish a controlled substance abuse program that will test for controlled substance use by:
 - (1) Employees utilized by the bidder on this project, as listed in the Prevailing Wage Rate for Municipal Construction, if performance by a person impaired by the effects of a controlled substance, would or could: (i) pose a serious risk of death or personal injury to the employee, fellow employees or other persons in the vicinity; or (ii) compromise the quality of construction in such manner as would impose a significant public safety risk in the use or operation of the City improvement in question;
 - (2) Employees when there is a reasonable suspicion that an employee is using a controlled substance on the jobsite, or off the jobsite in a manner that affects jobsite performance;
 - (3) Employees as part of a voluntary drug testing program; or
 - (4) Employees as part of or as a follow-up to counseling for or rehabilitation from abuse of a controlled substance;
 - (b) Establish a program that will test an employee utilized by the bidder on this project on any position listed in the Prevailing Wage Rate when there is a reasonable suspicion that the employee is impaired by the effects of alcohol on the jobsite;
 - (c) Publish a statement notifying employees that the unlawful manufacture, distribution, selling, dispensing, possession or use of a controlled substance is prohibited on the jobsite and specifying the actions that will be taken against employees for violations of such prohibitions;
 - (d) Establish a drug-free awareness program to inform employees about the dangers of drug abuse on the jobsite, about the bidder's policy regarding a drug-free jobsite, about available counseling and rehabilitation programs, and about the penalties that may be imposed upon employees for drug abuse violations occurring on the jobsite; and
 - (e) Provide a copy of the statement required by subsection (c) to all employees of the bidder who will be involved in performance of the Contract.

- II. Employees who test positive for controlled substance use in one of the tests conducted pursuant to paragraph I.(a), or who are impaired by the effects of alcohol on the jobsite pursuant to paragraph I.(b), shall be considered unfit for purposes of Item 108.4 (Employees) of the N.C.T.C.O.G. Standard Specifications for Public Works Construction, Latest Edition, as amended.

- III. For purposes of Section I. above, the term "controlled substance" means a drug, substance or immediate precursor listed in Schedules I through V of Subchapter A of the Texas Controlled Substances Act, Tex. Rev. Civ. Stat. Ann. Articles 481.032 - 481.036. These substances include, but are not limited to, marijuana, heroin, LSD, concentrated cannabis or cannabinoids, hashish or hash oil, morphine or its derivatives, mescaline, peyote, phencyclidine (PCP, Angel Dust), opium, opiates, methadone, cocaine, Quaaludes, amphetamines, "exotic/designer" drugs, benzodiazepines, Seconal, codeine, barbiturates, phenobarbital, or valium.

- IV. The bidder shall be solely responsible for the maintenance and administration of the program required in Section I. above. Nothing in these provisions shall be construed on the OWNER'S part as authorizing, permitting or requiring the bidder to engage in conduct that is in violation of the United States or Texas constitutions, that is otherwise illegal or that otherwise constitutes an unreasonable or unlawful invasion of privacy under Texas or federal law.

RESOLUTION NO. 2721

A RESOLUTION AUTHORIZING A DRUG-FREE WORKPLACE CERTIFICATION PROGRAM FOR CITY CONSTRUCTION CONTRACTS FOR THE CITY OF GRAND PRAIRIE; TO BECOME EFFECTIVE UPON PASSAGE AND APPROVAL.

WHEREAS, City of Grand Prairie is authorized to promulgate and enforce reasonable rules and regulations for safety in the operation of its facilities and for all aspects of its procurement process; and

WHEREAS, the use of alcohol or illegal drugs at the construction workplace could cause death, personal injury, and property damage and compromise the quality of City's infrastructures and, thus, result in safety risks to the general public; and

WHEREAS, the use of alcohol and illegal drugs on construction projects located in the City's service area is a significant problem affecting public safety, and affirmative actions to prevent and deter the resulting hazardous conduct in the performance of construction contracts are both necessary and urgent; and

WHEREAS, there is a strong public interest in preventing and deterring hazardous conduct on City's facilities and in the construction of City's public projects.

WHEREFORE THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE EXPRESSLY FINDS THAT:

1. Twenty-nine percent of the American work force between the ages of twenty and forty used illicit drugs last year;
2. Construction work is one of the most hazardous occupations in America today;
3. Drug testing on a national basis reflects positive tests in a range of 11-26%, depending on age group;
4. Drug users are three times more likely to have accidents;
5. Construction companies in the Dallas Area performing post-accident screening for drugs reported 25% positive test results;
6. Dallas companies adopting drug abuse programs reduced accident rates 50-80% and also significantly reduced the severity of the accidents experienced;

The public and fellow construction workers on City of Grand Prairie construction projects should not bear the risk of injury or death caused by employees who may suffer from impaired perception and judgment from the use of drugs; and

An effective drug-free workplace program for all major City of Grand Prairie construction projects will both discern and deter impairment from drugs and, therefore, substantially reduce the number and severity of accidents and casualties and enhance public safety in the City of Grand Prairie

NOW, THEREFORE, BE IT RESOLVED that the City of Grand Prairie hereby finds that:

SECTION 1: City hereby adopts the attached Drug-Free Workplace Program for all City construction contracts expected to exceed \$15,000 in order to reduce accidents and casualties by preventing or deterring hazardous conduct.

SECTION 2: City's Procurement Regulations shall be appropriately amended to include the solicitation and contract provisions, which implement this Program.

PASSED AND APPROVED THIS THE 19TH DAY OF MARCH 1991.

DUANE McGUFFEY
MAYOR, CITY OF GRAND PRAIRIE, TEXAS

ATTEST:

Sue Shawver
City Secretary

APPROVED AS TO FORM:

Thomas Allensworth
City Attorney

APPENDIX "B" ATTACHMENT A

Drug-Free Workplace Program Certification

- A. By submission of its offer, the offeror certifies and agrees that, with respect to the offeror and all employees of the offeror to be utilized in the performance of any contract resulting from this solicitation, it will establish a drug-free workplace program that complies with the provisions of the clause of the General Provisions entitled "Drug-Free Workplace Program."
- B. Failure of the offeror to have the drug-free workplace program complying with this certification and the clause of the General Provisions entitled "Drug-Free Workplace Program available for City's review and approval as part of City's pre-award responsibility survey will be deemed a lack of responsibility rendering the offeror unqualified and ineligible for award.

APPENDIX "B" ATTACHMENT B
DRUG-FREE WORKPLACE PROGRAM

- A. As used in this clause:
- (1) "Alcohol" means ethyl alcohol and any beverage containing ethyl alcohol.
 - (2) "Controlled substance(s)" means a substance, including a drug and an immediate precursor listed in Schedules I through V of Subchapter A of the Texas Controlled Substances Act, Tex. Rev. Civ. Stat. Ann. Articles 481.032 - 481.036. These substances include, but are not limited to, marijuana, heroin, LSD, concentrated cannabis or cannabinoids, hashish or hash oil, morphine or its derivatives, mescaline, peyote, phencyclidine (PCP, Angel Dust), opium, opiates, methadone, cocaine, quaaludes, amphetamines, "exotic/designer" drugs, benzodiazepines, Seconal, codeine, barbiturates, phenobarbital, or valium.
 - (3) "Drug-free workplace" means a site for the performance of work done in connection with a City construction contract at which employees are prohibited from using alcohol or from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
 - (4) "Employee" means an employee of a CONTRACTOR or subcontractor who may be directly engaged in the performance of work under a City construction contract.
 - (5) "Reasonable suspicion" means the presence or absence of specific criteria identified in the CONTRACTOR'S drug free workplace program (indicating the possibility that a person is under the influence of alcohol or a controlled substance) as observed by the CONTRACTOR'S supervisory personnel with reasonable training in the identification of such criteria.
- B. The program may, at the CONTRACTOR'S discretion, include mandatory employee drug testing under the following circumstances:
- (1) As part of or as a follow-up to counseling or rehabilitation for controlled substance use;
or
 - (2) As part of a voluntary employee drug testing program.
- C. A random testing procedure to detect the use of alcohol or a controlled substance by employees performing tasks on the project may be required as part of the CONTRACTOR'S program for the purpose of preventing or deterring hazardous performance.
- D. All testing by or on behalf of the CONTRACTOR because of a requirement in a City contract shall be conducted only for employees engaged (or to be engaged) in tasks on the project and only for use of alcohol or a controlled substance and shall be conducted in a manner and under written policies that minimize the intrusion on the employee's privacy and personal dignity. This provision shall not preclude the CONTRACTOR from adding its own additional testing requirements.

- E. The CONTRACTOR shall publish a statement notifying employees that the use of alcohol at the workplace or the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance by employees at any time is prohibited and specifying the actions that will be taken against employees for violations of such prohibition.
- F. The program must require each employee who will perform a task on the project, prior to working under a City contract to (i) acknowledge in writing the CONTRACTOR'S drug-free workplace program and (ii) give advance written consent to any drug testing that may be conducted under the CONTRACTOR'S program and the use of test results for decisions related to employment, disciplinary action, or continued employment. The CONTRACTOR will agree, in connection with the employee's consent, that the results of testing for alcohol and controlled substances will not be voluntarily referred to any law enforcement agency. If the CONTRACTOR is subject to a collective bargaining agreement (i) the procedure for obtaining the individual employees' acknowledgment and consent must be consistent with the CONTRACTOR'S obligations under the collective bargaining agreement, and (ii) employees shall have the right to be accompanied by a union representative when any specimen is obtained for testing.
- G. The CONTRACTOR will establish a drug-free awareness program to inform its employees about:
- (1) The dangers of drug abuse in the workplace;
 - (2) The CONTRACTOR'S policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees who refuse to submit to required testing and for other violations of the drug-free workplace program including, but not limited to, being unable to remain employed at the workplace until approval to return is obtained from City.
- H. The CONTRACTOR'S drug-free workplace program shall, at a minimum, include:
- (1) Policies and procedures for specimen collection, chain of custody for specimens, laboratory qualification standards laboratory analysis procedures, quality control requirements, and test result reporting procedures which substantially conform to the material requirements of the Mandatory Guidelines for Federal Workplace Drug Testing Programs promulgated by the U.S. Department of Health and Human Services in effect on the date of award of the City construction contract.

Procedures for the CONTRACTOR'S employees to report their use of prescription drugs used in the course of medical treatment or which have been prescribed and authorized for use by a licensed medical practitioner.
 - (3) The criteria the CONTRACTOR will use for "reasonable suspicion" testing.

- (4) The levels of alcohol or controlled substances which will be used in conjunction with a determination that an employee is "under the influence" or is impaired by the effects of "alcohol or controlled substance(s)".
- I. The CONTRACTOR shall display a notice, prominently placed near each entrance to the workplace, stating that, by entering the premises, persons are consenting to an inspection of themselves and their property including, but not limited to, their clothing, vehicles, briefcases, lunch boxes, tool boxes, purses, and packages.
- J. The CONTRACTOR agrees to use its best efforts to establish and maintain a work environment free of use by employees of alcohol or controlled substances through implementation of subparagraphs "B" through "I" of this clause. The CONTRACTOR shall prepare and maintain records in sufficient detail to demonstrate compliance with the requirements of this clause including, but not limited to, certifications from subcontractors and records of drug or alcohol tests conducted during performance of the contract. Such records shall be subject to inspection and audit by City.
- K. A Drug-Free Workplace Program Clause identical to this clause (except for changes appropriate for designation of the parties), including this subparagraph "I", will be included in every subcontract entered into in connection with this contract.

APPENDIX “C”
CONTRACTOR’S AFFIDAVIT OF FINAL PAYMENT AND RELEASE

CONTRACTOR'S AFFIDAVIT OF FINAL PAYMENT AND RELEASE

FOR: JEFFERSON STREET (CSJ 0918-47-432)

BOD NO. 26040

THE STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared _____ (“Affiant”), who, after being by duly sworn, deposes and says that he is _____, of a _____ (corporation, partnership, trade name) _____ of _____ County, State of Texas (the “Contractor”), which said Contractor was awarded the contract dated the _____ day of _____, for the construction of _____, **BID #26040** (The “Work”) for a total consideration of \$ _____ (_____) to be paid to the said Contractor (the “Contract”), and that Affiant has full power of authority to make this affidavit.

That THE CITY OF GRAND PRAIRIE, TEXAS (the “Owner”) has approved the final estimate on said Work, and that the said Contractor has fully satisfied and paid any and all claims that may be covered by Chapter 53 of the State of Texas, or any other applicable statutes or charter provisions, and that all just bills for labor and materials have been paid and discharged by said Contractor insofar as they pertain to the Work in question.

That in addition to any funds which may have been previously paid by the owner, the Contractor hereby accepts the amount of \$ _____ (_____) as FULL AND FINAL PAYMENT under the aforementioned Contract, and hereby waives and releases any right Affiant and/or the Contractor may have to pursue claims of any nature against the Owner arising out of or in any manner connected with the performance of the work and/or the Contract, including but not limited to claims of third parties that supplied material and/or labor for the Work for or through the Contractor (“Subcontractors”), as well as claims for delay, additional compensation or for recovery of liquidated damages which may have been withheld by the Owner. The Contractor shall defend, hold harmless and indemnify the Owner from any such claims of such Subcontractors. The Contractor further releases the Owner from any claim or liability arising from any act or neglect of the Owner related to or connected with the Contract. This affidavit is given pursuant to the final payment provisions of the Contract and shall not be deemed to alter or modify the terms and provisions of said Contract.

CONTRACTOR'S AFFIDAVIT OF FINAL PAYMENT AND RELEASE

FOR: JEFFERSON STREET (CSJ 0918-47-432)

BID NO. 26040

By: _____
(Affiant)

(Printed Name)

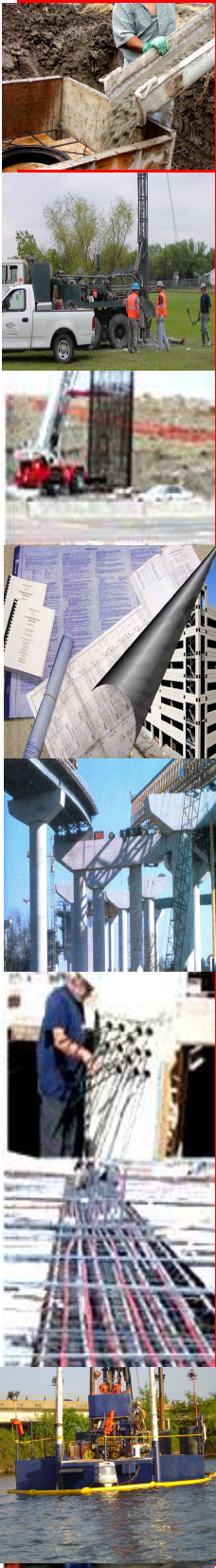
SUBSCRIBED AND SWORN TO BEFORE ME, this the _____ day of _____, A.D., 20____.

(Notary Public, in and for the State of Texas)

By: _____
(Printed Name of Notary)

My Commission Expires _____

**APPENDIX “D”
GEOTECHNICAL REPORT**



GEOTECHNICAL INVESTIGATION

PAVEMENT RECONSTRUCTION JEFFERSON STREET GRAND PRAIRIE, TEXAS

AGG REPORT: DE21-179

JUNE 30, 2022

PREPARED FOR:

**CP&Y
PLANO, TEXAS**

PRESENTED BY:



Geotechnical Engineering – Construction Services – Construction Materials Engineering Testing
3228 Halifax Street - Dallas, TX 75247 Ph. 972.444.8889 FX. 972.444.8893



- GEOTECHNICAL ENGINEERING
- CONSTRUCTION MATERIALS ENGINEERING AND TESTING
- CONSTRUCTION INSPECTION

June 30, 2022

Mr. Isaac Mwangi, P.E.
Project Manager
CP&Y
5208 Tennyson Pkwy, Suite 110
Plano, Texas 75024

Phone: (214) 589-6950
Email: IMwangi@cpyi.com

Re: Geotechnical Investigation
Pavement Reconstruction
Jefferson Street
Grand Prairie, Texas
AGG Report No. DE21-179

Dear Mr. Mwangi:

Please find enclosed our report summarizing the results of the geotechnical investigation performed at the above referenced project. We trust the recommendations derived from this investigation will provide you with the information necessary to complete your proposed project successfully.

For your future construction materials testing and related quality control requirements, it is recommended that the work be performed by Alliance Geotechnical Group in order to maintain continuity of inspection and testing services for the project under the direction of the Geotechnical Project Engineer.


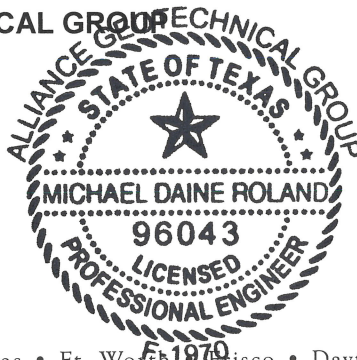
We thank you for the opportunity to provide you with our professional services. If we can be of further assistance, please do not hesitate to contact us.

Sincerely,

ALLIANCE GEOTECHNICAL GROUP



Francis Mbogning, P.E.
Project Engineer



Michael D. Roland, P.E.
Vice President



TABLE OF CONTENTS

	PAGE
1.0 INTRODUCTION	1
1.1 PROJECT DESCRIPTION	1
1.2 PURPOSE AND SCOPE	1
2.0 FIELD INVESTIGATION	1
3.0 LABORATORY TESTING	2
4.0 SITE AND SUBSURFACE CONDITIONS	2
4.1 GENERAL SITE CONDITIONS	2
4.2 SUBSURFACE CONDITIONS	3
4.3 SITE GEOLOGY	3
4.4 GROUNDWATER CONDITIONS	3
5.0 ANALYSIS AND RECOMMENDATIONS	3
5.1 SOIL MOVEMENTS	3
5.2 OPTIONAL SITE MODIFICATION TO REDUCE SOIL MOVEMENTS.....	4
6.0 PAVEMENT RECOMMENDATIONS	5
6.1 STABILIZATION WITH HYDRATED LIME	5
6.2 CRUSHED STONE FLEX BASE	5
6.3 RECOMPACTED PAVEMENT SUBGRADE	6
6.4 PROOFROLLING AND FILL PLACEMENT	6
6.5 PAVEMENT SECTION RECOMMENDATIONS	7
6.6 PAVEMENT CONSIDERATIONS	8
6.7 SITE GRADING AND DRAINAGE	8
6.8 TREE EFFECTS	9
7.0 FIELD SUPERVISION AND CONSTRUCTION TESTING	9
8.0 LIMITATIONS	10

FIGURES

PLAN OF BORINGS	1
LOGS OF BORINGS.....	2 thru 5
LEGEND - KEY TO LOG TERMS & SYMBOLS.....	6
SWELL RESULTS.....	7

APPENDIX

MEASURES TO MINIMIZE DEEP SEATED SOIL SWELL MOVEMENTS

**GEOTECHNICAL INVESTIGATION
JEFFERSON STREET RECONSTRUCTION
GRAND PRAIRIE, TEXAS**

1.0 INTRODUCTION

1.1 PROJECT DESCRIPTION

The project consists of reconstructing Jefferson Street beginning approximately 140 feet west of the intersection of Jefferson Street and Bank of America Boulevard and extending east approximately 1,500 linear feet. The existing roadway is currently a six-lane divided asphalt roadway and will be reconstructed into a six-lane divide concrete roadway. It is understood that the City of Grand Prairie's Article 23 classifies this roadway as a principal arterial. It is further understood that the alignment will not be altered or widened.

1.2 PURPOSE AND SCOPE

The purposes of this geotechnical investigation were to: 1) explore the subsurface conditions at the site, 2) provide boring logs that present subsurface conditions encountered including water level observations and laboratory test results, 3) provide comments on the presence and effect of expansive soils on the subject roadway, and 4) provide pavement subgrade preparation and pavement section recommendations. This report was prepared in general accordance with AGG Proposal No. P21-0627 dated June 25, 2021.

2.0 FIELD INVESTIGATION

The field investigation consisted of drilling a total of four (4) test borings along the pavement alignment to depths of 15 feet below existing pavement grade. The existing asphalt pavement thickness ranges from 5 to 9 inches at the boring locations. The pavement thickness was measured at each of the boring location and is shown on the Logs of Borings (Figures 2 thru 6).

A truck-mounted drilling rig was used to advance these borings and to obtain samples for laboratory evaluation. The borings were located at the approximate locations shown on the Plan of Borings (Figure 1).

Undisturbed samples of the soils were obtained at intermittent intervals with standard, thin-walled, seamless tube samplers. These samples were extruded in the field, logged, sealed, and packaged to protect them from disturbance and maintain their in-situ moisture content during transportation to our laboratory.

The results of the boring program are presented on the Logs of Borings (Figures 2 thru 5). A key to the descriptive terms and symbols used on the logs is presented on Figure 6.

3.0 LABORATORY TESTING

The laboratory tests were performed on representative samples of the soil to aid in classification of the soil materials. These tests included Atterberg limits tests, moisture content tests and dry unit weight determinations. Hand penetrometer tests were performed on the soil samples to provide indications of the swell potential and the foundation bearing properties of the subsurface strata. The results of these tests are presented on the Logs of Borings (Figures 2 thru 5).

To provide additional information about the swell characteristics of these soils at their in-situ moisture conditions, absorption swell tests were performed on selected samples of the clay soils (Figure 7).

4.0 SITE AND SUBSURFACE CONDITIONS

4.1 GENERAL SITE CONDITIONS

The subject pavement alignment is currently paved with asphalt. The existing pavement is in poor condition consisting of numerous cracks, potholes and differential movements. See the Plan of Borings (Figure 1) for site configuration, location and aerial view. See the photograph below showing typical existing pavement conditions.



4.2 SUBSURFACE CONDITIONS

Subsurface conditions encountered in the borings, including descriptions of the various strata and their depths and thickness, are presented on the Logs of Borings. Note that depth on all borings refers to the depth from the existing grade or ground surface present at the time of the investigation. Boundaries between the various soil types are approximate.

4.3 SITE GEOLOGY

As shown on the Geologic Atlas of Texas, the site is located within the Eagle Ford Shale Formation. The Eagle Ford Shale Formation typically consists of shale, sandstone, and limestone interbedded with clay seams. Soils derived from the Eagle Ford are typically plastic clays exhibiting high shrink/swell potential with variations in moisture content. These Eagle Ford shaley clay soils typically have very high soluble sulfate levels which are very corrosive to buried concrete and can cause sulfate induced heave.

4.4 GROUNDWATER CONDITIONS

The borings were advanced using continuous flight auger methods. Advancement of the borings using these methods allows observation of the initial zones of seepage. Groundwater was generally not encountered within the test borings. However, groundwater was encountered within Boring B-2 at a depth of 6 feet during the drilling operations. The borings were immediately backfilled and the pavement patched prior to moving to the next boring location. Therefore, delayed water level readings were not obtained. See the Logs of Borings for the groundwater level.

It is not possible to accurately predict the magnitude of subsurface water fluctuations that might occur based upon short-term observations. The subsurface water conditions are subject to change with variations in climatic conditions and are functions of subsurface soil conditions, rainfall and water levels within nearby creeks, ponds, and adjacent drainage ditches.

5.0 ANALYSIS AND RECOMMENDATIONS

5.1 SOIL MOVEMENTS

The subsurface exploration revealed the presence of deep active clay soils. The clay soils will have a moderate to high shrink/swell potential depending upon the soil moisture condition at the time of construction. Potential soil swell movement calculations were performed using swell test results, pocket penetrometer readings, and moisture content

tests to estimate the swell potential of the soil. The potential soil swell movement values are based upon current soil moisture conditions and current grades at the test boring locations.

Potential soil swell heave within a typical 10-foot-deep “active zone” has been estimated to be in the range of 2 to 3 inches beneath the existing pavement. The existing clay soils are typically in a moist to average moisture condition beneath the pavement. It should be noted that if the clay soils are allowed to significantly dry between the time the existing pavement is removed and the new pavement is placed, the potential soil swell heave would significantly increase.

In addition to swelling within a typical 10-foot-deep “active zone”, the potential for additional large “deep-seated” swell exists at this site. The assumed “active zone” swell values are upward soil movements that could occur due to typical seasonal moisture changes and soil swelling within the upper ten (10) feet as measured from finished floor grade. The deep-seated swell values are additional upward soil movements that could occur due to moisture changes and soil swelling below a typical ten (10) foot deep “active-zone”.

Deep-seated swell could occur due to groundwater fluctuations or free water sources such as ponding water conditions, percolation of water in landscaped areas, leaking sprinkler lines and/or leaking utility lines that are not detected and repaired in an expedient manner. At this site, the deep-seated swell is estimated to be on the order of 3 inches. The risk of differential deep-seated swell below pavements is generally not a high risk due to the low probability of deep-water percolation below 10 foot depths but could occur if a free water source occurs over an extended period of time. Measures to minimize deep seated swell associated with free water sources are provided in the Appendix to this report.

5.2 OPTIONAL SITE MODIFICATION TO REDUCE SOIL MOVEMENTS

As mentioned above, differential upward pavement movements are likely at this site due to soil swelling. If it is required that the differential potential soil swell movements for the proposed new pavement be reduced, excavation and moisture conditioning of the in-situ clay soils will be required. AGG should be contacted for site preparation work recommendations in order to reduce the soil swell movements to acceptable levels. See Section 6.8 for potential settlements caused by new trees planted along the roadway.

It is imperative that all cracks and joints in the pavement be sealed and maintained by routine sealing in order to minimize differential pavement deflections caused by soil swelling.

It is also imperative that positive drainage be provided along the pavement edges to prevent ponding near the curb lines.

6.0 PAVEMENT RECOMMENDATIONS

The required pavement sections depend on the traffic volume and the frequency of heavy truck traffic. The pavement designs in this report are based on the following design traffic data provided by the City.

- A design traffic volume of 17,287 vehicles per day (both directions)
- 60/40 split of vehicle traffic
- 10% trucks (assume WB-50 trucks)
- Plus an additional 1,277 WB-50 trucks per day from Main Street
- 3% growth rate
- 20 year design life

Based upon the above design traffic data, the total traffic volume equates to a design ESAL's of 69,465,500. The pavement section recommendations provided below were designed based upon AASHTO Guide for Design of Pavement Structures using WinPAS 12 computer program.

6.1 STABILIZATION WITH HYDRATED LIME

The subsurface exploration revealed surficial materials present beneath the pavement and base consisting of plastic clay soils having a moderate to high shrink/swell potential. These clay soils react with hydrated lime, which serves to improve their support value and provide a firm, uniform subgrade beneath the paving. However, the site is located within the Eagle Ford Shale Formation. Eagle Ford shaley clay soils are notorious for having very high soluble sulfate levels. Therefore, we do not recommend performing lime-stabilization at this site.

6.2 CRUSHED STONE FLEX BASE

In lieu of lime stabilization, eight (8) inches of crushed "Chico" stone flex base should be used. The flex base should be compacted at optimum to +2% above optimum to a minimum of 95% of Modified Proctor density (ASTM D1557). The base materials should comply with TxDOT Item 247, Type A, Grade 1. We recommend that the base materials extend at least two feet beyond the pavement edges.

After proofrolling (see Section 6.4), the upper eight (8) inches of pavement subgrade should be scarified and compacted prior to placing flex base. The upper eight (8) inches of the subgrade clay soils should be compacted at -1% to +2% of optimum moisture to a minimum of 98% of Standard Proctor density (ASTM D698). If a rain event occurs prior to placing the flex base, the subgrade should be aerated and re-tested prior to flex base placement.

6.3 RECOMPACTED PAVEMENT SUBGRADE

In lieu of using flex base, the concrete pavement thickness should be increased and placed directly on compacted subgrade soils. The upper 8 inches of subgrade soil should be compacted at -1% to +2% of optimum moisture to a minimum of 98% of Standard Proctor density (ASTM D698). Prior to placing fill and subgrade compaction, the subgrade should be proofrolled. Proofrolling should be performed in accordance with Section 6.4 of this report.

Only on-site soil (comparable to the underlying subgrade soil) should be used for fine grading the pavement areas. After fine grading, the subgrade should again be watered if needed and re-compacted in order to re-achieve the moisture and density levels discussed above and provide a tight non-yielding subgrade.

Sand should not be allowed for use in fine grading the pavement areas. Sand should be specifically prohibited beneath pavement areas during final grading since these more porous soils can allow water in flow, resulting in heave and strength loss of subgrade soils. The subgrade moisture content and density must be maintained until paving is completed. The subgrade should be watered just prior to paving to assure concrete placement over a moist subgrade. If a rain event occurs prior to paving, the subgrade should be aerated and re-tested prior to paving.

6.4 PROOFROLLING AND FILL PLACEMENT

After the existing pavement is removed and prior to placing fill, the exposed subgrade should be proof-rolled. Proof-rolling can generally be accomplished using a heavy (25 ton or greater total weight) pneumatic tired roller making several passes over the areas. The proof-rolling operations should be performed under the direction of an AGG Geotechnical Engineer. Where soft or compressible zones are encountered, these areas should be removed to a firm subgrade as determined by AGG. Any resulting void areas should be backfilled to finished subgrade in 8-inch compacted lifts as specified below.

After completion of proof-rolling, the ground surface should then be scarified to a depth of 8 inches and recompact to a minimum of 98 percent of the maximum density as determined by ASTM D698 between -1% and +2% of its optimum moisture content.

6.5 PAVEMENT SECTION RECOMMENDATIONS

The pavement section recommendations provided below were designed based upon AASHTO Guide for Design of Pavement Structures using WinPAS 12 computer program and based upon design ESAL of 69,465,500.

A summary of the inputs are provided below:

Design ESAL 18-kip:	69,465,500
Initial Serviceability:	4.5
Terminal Serviceability:	2.25
Modulus of Rupture:	623 psi (4,500 psi concrete)
Elasticity Modulus:	4,238,000 psi
Effective k-value:	250 psi/in – flex base 50 psi/in – recompact subgrade
Reliability Level:	85%
Standard Deviation:	0.39
Load Transfer J:	2.7 (adequate edge support)
Drainage Coefficient:	1.0

Table 1 presents the recommended pavement sections for the proposed pavement reconstruction.

**TABLE 1 - RECOMMENDED PAVEMENT SECTIONS
JEFFERSON STREET**

PRINCIPAL ARTERIAL
69,465,500 18-kip ESAL
<u>PCC SECTION</u>
12 inches Portland Cement Concrete (4,500 psi Concrete) *
8 inches Flex Base (Section 6.2)
OR
13.5 inches Portland Cement Concrete (4,500 psi Concrete) *
8 inches Recompacted Subgrade (Section 6.3)

* A minimum fluvial strength of 623 psi is required as determined by using simple beam 28 day, third-point loading (4,500 psi compressive strength at 28 days).

Note: The above pavement designs are based upon adequate pavement edge support (including stiffened curb and gutter and/or turn down beams) being provided. If adequate pavement edge support is not provided, the above pavement thicknesses should be increased by one (1) inch.

Concrete quality will be important in order to produce the desired flexural strength and long-term durability. We recommend that the concrete have 5% entrained air plus or minus 1%. The concrete should be placed at a slump of 4 inches plus or minus 1 inch for hand pours and a slump of 2 inches plus or minus 1 inch for machine finish pours.

Proper joint placement and design is critical to pavement performance. Load transfer at all joints and maintenance of watertight joints should be provided. Control joints should be sawed as soon as possible after placing concrete and before shrinkage cracks occur. All joints including sawed joints should be properly cleaned and sealed as soon as possible to avoid infiltration of water.

Our previous experience indicates that joint spacing on 12 to 15-foot centers have generally performed satisfactorily. It is our recommendation that the concrete pavement be reinforced with a minimum of No. 4 bars placed on chairs on approximately 18-inch centers in each direction.

6.6 PAVEMENT CONSIDERATIONS

All joints and pavements should be inspected at regular intervals to ensure proper performance and to prevent crack propagation. The soils at the site are active and differential heave within the paving areas will occur. See Section 5.1 of this report. The service life of paving may be reduced due to water infiltration into subgrade soils through heave induced cracks in the paving section. This will result in softening and loss of strength of the subgrade soils. A regular maintenance program to seal paving cracks will help prolong the service life of the paving. The life of the pavement can be increased with proper drainage. Areas should be graded to prevent ponding adjacent to curbs or pavement edges. Granular backfill materials, which could hold water behind the curb, should not be permitted. Compacted clay soils should be used behind the curb. Flat pavement grades should be avoided.

6.7 SITE GRADING AND DRAINAGE

All grading should provide positive drainage away from the proposed roadways and should prevent water from collecting or discharging near the pavements. Water must not be

permitted to pond adjacent to or near the pavements during or after construction. Otherwise, differential upward soil swell movements will be exacerbated.

Joints in the concrete pavements should be sealed to prevent the infiltration of water. Since post construction movement of pavement may occur, joints should be periodically inspected and resealed along with pavement cracks that will occur.

6.8 TREE EFFECTS

The roots of large mature trees can absorb large amounts of moisture from the supporting soils to depths of over 15 feet. The lateral limits of tree root influence extend at least 5 feet beyond the unpruned drip line (and to much greater distances when the ground beneath the drip lines is paved and/or if multiple trees are present in the area).

To reduce future settlement after reconstruction, root barriers and/or irrigated tree wells could be considered for any proposed new trees to be planted. An arborist or landscape architect should be contacted regarding the required depth of the root barrier and whether or not this is a viable solution. Root barriers and/or irrigated tree wells should be considered for any trees to be planted along the roadway.

Otherwise, a thickened concrete pavement section should be considered for use near tree influenced areas. An additional 1 to 2 inches of concrete (over the required design thickness) could be used near the tree areas to provide additional rigidity to reduce differential deflections caused by post construction shrink/swell movements. Additional steel reinforcement could be used to further stiffen the pavement. Larger bars on a closer spacing and two mats of steel should be considered. A Structural Engineer should be consulted regarding the most cost-effective reinforcement design for the thickened sections.

If the pavement is thickened and stiffened as described above, differential deflections should be reduced. If differential settlements due to shrinkage caused by tree roots become objectionable, these areas could be mudjacked in the future as needed to level the pavement.

7.0 FIELD SUPERVISION AND CONSTRUCTION TESTING

Field density and moisture content determinations should be made on each lift of fill with a minimum of 1 test per lift per 100 linear feet for each direction of the roadway and a minimum of 1 test per lift per 150 linear feet for trench backfill. Supervision by the field technician and the project engineer is required. Some adjustments in the test frequencies

may be required based upon the general fill types and soil conditions at the time of fill placement.

Many problems can be avoided or solved in the field if proper inspection and testing services are provided. It is recommended that site preparation, concrete placement, and fill compaction be monitored by a qualified engineering technician. Density tests should be performed to verify compaction and moisture content of any earthwork. Inspection should be performed prior to and during concrete placement operations. AGG employs a group of experienced well-trained and certified engineering technicians to perform inspection and construction materials testing who would be pleased to assist you on this project.

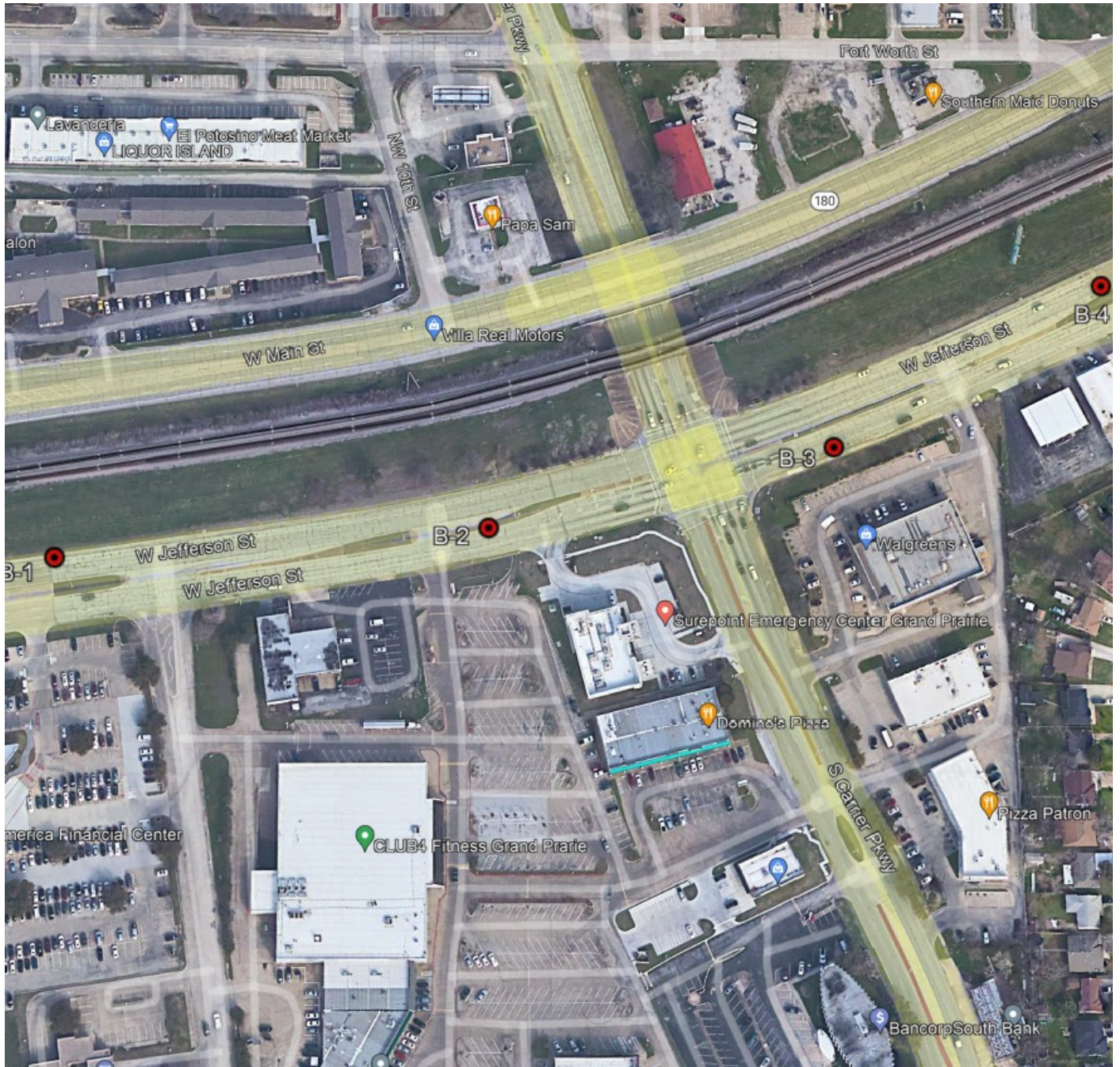
8.0 LIMITATIONS

The professional services, which have been performed, the findings obtained, and the recommendations prepared were accomplished in accordance with currently accepted geotechnical engineering principles and practices. The possibility always exists that the subsurface conditions at the site may vary somewhat from those encountered in the test borings. The number and spacing of test borings were chosen in such a manner as to decrease the possibility of undiscovered abnormalities, while considering the nature of loading, size, and cost of the project. If there are any unusual conditions differing significantly from those described herein, Alliance Geotechnical Group should be notified to review the effects on the performance of the recommended foundation system.

The recommendations given in this report were prepared exclusively for the use of client and their client and consultants. The information supplied herein is applicable only for the design of the previously described development to be constructed at locations indicated at this site and should not be used for any other structures, locations, or for any other purpose.

We will retain the samples acquired for this project for a period of 30 days subsequent to the submittal date printed on the final report. After this period, the samples will be discarded unless otherwise notified by the owner in writing.

FIGURES



Project No:
DE21-179

PLAN OF BORINGS

JEFFERSON STREET RECONSTRUCTION
GRAND PRAIRIE, TEXAS

FIGURE NO:
1

LOG OF BORING B-1

Project: **Pavement Reconstruction Jefferson Street**

Project No.: **DE21-179**

Date: **10/11/2021**

Elev.:

Location: **See Figure 1**



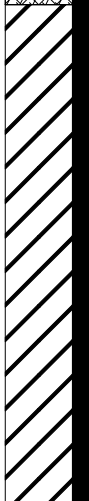
Depth to water at completion of boring: **Dry**

Depth to water when checked:

was:

Depth to caving when checked:

was:

ELEVATION/ DEPTH (feet)	SOIL SYMBOLS SAMPLER SYMBOLS & FIELD TEST DATA	DESCRIPTION	MC %	LL %	PL %	PI %	-200 %	DD pcf	P.PEN tsf	UNCON ksf	Strain %
0		6" <u>ASPHALT</u> over 4" sandy gravel <u>BASE</u>									
		Dark brown <u>Lime-treated Soil</u>	32	52	33	19			4.5++		
2.5		Dark brown <u>CLAY</u> , jointed, w/ trace calcareous nodules and trace iron nodules							3.25		
			25						3.5		
									3.25		
5			26						4.0		
									4.0		
7.5			28						3.75		
		Brown and light brown <u>CLAY</u> , jointed, w/ trace calcareous nodules and iron stains	24						2.25		
10		Light brown and tan <u>CLAY</u> , jointed, w/ iron stains	25	65	21	44		101	3.5		
12.5		Light brown and gray <u>shaley CLAY</u> , jointed, blocky, w/ iron stains	28						4.25		
15		Boring terminated at 15 feet									
17.5											

Notes:

FIGURE:2

LOG OF BORING B-2

Project: **Pavement Reconstruction Jefferson Street**

Project No.: **DE21-179**

Date: **10/11/2021**

Elev.:

Location: **See Figure 1**



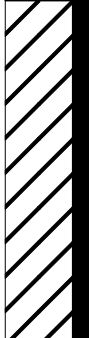
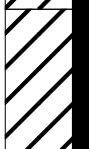
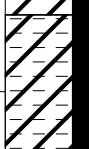
Depth to water at completion of boring: **9'**

Depth to water when checked:

was:

Depth to caving when checked:

was:

ELEVATION/ DEPTH (feet)	SOIL SYMBOLS SAMPLER SYMBOLS & FIELD TEST DATA	DESCRIPTION	MC %	LL %	PL %	PI %	-200 %	DD pcf	P.PEN tsf	UNCON ksf	Strain %
0		6" <u>ASPHALT</u> over 4" sandy gravelly <u>BASE</u>									
1.5		Brown <u>Lime-treated Soils</u>	34						4.5++		
2.5		Light brown <u>CLAY</u> , jointed, w/ gravel and iron stains							3.0		
3.5			37	88	40	48		84	3.25		
4.5									3.25		
5.5			32						3.75		
6.5		Light brown and gray <u>CLAY</u> , jointed, w/ gypsum crystals -Water seepage at 6 feet during drilling	34						4.5+		
7.5									3.5		
8.5		Light brown and gray <u>shaly CLAY</u> , blocky, jointed, w/ iron stains	33	67	23	44			4.0		
9.5			35						4.25		
10.5											
11.5											
12.5											
13.5											
14.5			25						4.5++		
15		Boring terminated at 15 feet									
17.5											

Notes:

FIGURE:3

LOG OF BORING B-3

Project: **Pavement Reconstruction Jefferson Street**

Project No.: **DE21-179**

Date: **10/11/2021**

Elev.:

Location: **See Figure 1**

Depth to water at completion of boring: **Dry**

Depth to water when checked:

was:

Depth to caving when checked:

was:

ELEVATION/ DEPTH (feet)	SOIL SYMBOLS SAMPLER SYMBOLS & FIELD TEST DATA	DESCRIPTION	MC %	LL %	PL %	PI %	-200 %	DD pcf	P.PEN tsf	UNCON ksf	Strain %
0	[Diagonal Hatching]	9" <u>ASPHALT</u>									
	[Diagonal Hatching]	Brown <u>CLAY</u> , jointed	39	63	40	23			2.5		
2.5	[Diagonal Hatching]	Light brown <u>CLAY</u> , jointed							2.5		
	[Diagonal Hatching]		33						2.5		
5	[Diagonal Hatching]		33						3.0		
	[Diagonal Hatching]		33						3.75		
7.5	[Diagonal Hatching]	Light brown and gray <u>CLAY</u> , jointed, w/ trace iron stains							4.5		
	[Diagonal Hatching]		32						4.0		
10	[Diagonal Hatching]	Light brown <u>shaley CLAY</u> , blocky, jointed, w/ gypsum crystals							4.25		
	[Diagonal Hatching]		25	63	23	40		96	4.5++		
12.5	[Diagonal Hatching]	-weathered shale seams and layers below 11 feet									
15	[Diagonal Hatching]		29						4.5+		
17.5		Boring terminated at 15 feet									

Notes:

FIGURE:4

LOG OF BORING B-4

Project: **Pavement Reconstruction Jefferson Street**

Project No.: **DE21-179**

Date: **10/11/2021**

Elev.:

Location: **See Figure 1**

Depth to water at completion of boring: **Dry**

Depth to water when checked:

was:

Depth to caving when checked:

was:

ELEVATION/ DEPTH (feet)	SOIL SYMBOLS SAMPLER SYMBOLS & FIELD TEST DATA	DESCRIPTION	MC %	LL %	PL %	PI %	-200 %	DD pcf	P.PEN tsf	UNCON ksf	Strain %
0	█	5" <u>ASPHALT</u> over 4" sandy gravelly <u>BASE</u>									
	█	Dark brown and brown <u>CLAY</u> , w/ iron stains and deposits and calcareous nodules (FILL)	29						2.5		
2.5	█	Dark brown <u>CLAY</u> , jointed, w/ iron stains	26	64	21	43		99	3.5		
	█		27						3.0		
	█								3.0		
5	█	Brown <u>CLAY</u> , jointed, w/ calcareous nodules and gypsum	27						3.0		
	█	Brown and light brown <u>CLAY</u> , jointed, w/ gypsum crystals	22						2.75		
	█		24	58	19	39		104	3.5		
	█								2.5		
7.5	█	Light brown and gray <u>shaley CLAY</u> , blocky, jointed, w/ iron stains	33						2.75		
10	█										
	█										
	█										
12.5	█										
	█										
	█										
15	█	Boring terminated at 15 feet	32						4.5+		
17.5	█										

Notes:

FIGURE:5

KEY TO LOG TERMS & SYMBOLS

Symbol Description

Strata symbols



Asphaltic
Paving



Lime-treated SOIL



CLAY



CLAY,
shaley

Misc. Symbols



Water table
at boring
completion

Soil Samplers



Auger



Thin Wall
Shelby Tube

Notes:

1. Exploratory borings were drilled on dates indicated using truck mounted drilling equipment.
2. Water level observations are noted on boring logs.
3. Results of tests conducted on samples recovered are reported on the boring logs. Abbreviations used are:

DD = natural dry density (pcf)	LL = liquid limit (%)
MC = natural moisture content (%)	PL = plastic limit (%)
Uncon. = unconfined compression (tsf)	PI = plasticity index
P.Pen. = hand penetrometer (tsf)	-200 = percent passing #200
4. Rock Cores

REC = (Recovery) sum of core sample recovered divided by length of run, expressed as percentage.
RQD = (Rock Quality Designation) sum of core sample recovery 4" or greater in length divided by the run, expressed as percentage.

FIGURE:6

SWELL TEST RESULTS

BORING NO.	DEPTH (FEET)	UNIT WEIGHT	ATTERBERG LIMITS			IN-SITU MOISTURE CONTENT	FINAL MOISTURE CONTENT	LOAD (PSF)	VERTICAL SWELL %
			LL	PL	PI				
B-1	9-10	100.8	65	21	44	24.9	26.2	1188	1.4
B-2	3-4	84.3	88	40	48	36.5	37.8	438	1.3
B-3	9-10	96.0	63	23	40	25.4	29.8	1188	5.1
B-4	2-3	99.1	64	21	43	26.2	27.6	313	1.9
	7-8	103.9	58	19	39	23.0	24.2	938	0.8

PROCEDURE:

1. The subject sample is placed in a confined ring. Then, the design load (including overburden) is applied to the sample.
2. The confined ring with the sample is then submerged with free water with surfactant and allowed to swell completely.
3. Once the swell movement stabilized, the design load was removed and the sample was retrieved for final moisture content determination.



Project No:
DE21-179

SWELL TEST RESULTS

PAVEMENT RECONSTRUCTION – JEFFERSON
STREET
DALLAS, TEXAS

FIGURE
7

APPENDIX

APPENDIX “E”
ONCOR CUSTOMER INSTALLED CIVIL AGREEMENT



Oncor Electric Delivery Company

CLIENT INSTALLED FACILITIES
CIVIL CONSTRUCTION INFORMATION FOR ELECTRIC DISTRIBUTION

PROJECT NAME:	WR #:	
LOCATION:	TOWN:	
JOB SUPERINTENDENT:	PHONE:	FAX:
ELECTRICIAN/CONTRACTOR	PHONE:	FAX:
ONCOR NEW CONSTRUCTION MANAGER:	PHONE:	FAX:
ONCOR PROJECT DESIGNER :	PHONE:	FAX:

PLEASE SEE THAT YOU HAVE RECEIVED THE FOLLOWING FROM AN ONCOR REPRESENTATIVE:

___ DDS1 ___ DDS1- MH ___ DDS2 ___ DDS3-OH / UG ___ DDS4-OH / UG ___ Other

___ SPECIFICATION FOR CONCRETE PADS FOR TRANSFORMERS.

___ LAYOUT OF ONCOR'S PROPOSED ELECTRIC FACILITIES.

PLEASE CALL ONCOR FOR AN INSPECTION DURING THESE PHASES OF CONSTRUCTION:

- TRENCH IS OPEN AND CONDUIT INSTALLED.
DO NOT BACK-FILL THE TRENCH BEFORE AN INSPECTION
- TRANSFORMER PAD & WINDOW IS FRAMED; CONDUIT, GROUND RODS, & REBAR INSTALLED; PIERS OR BEAM IS DUG (DEPENDING ON SPEC.'s).
DO NOT POUR THE CONCRETE BEFORE AN INSPECTION
- CONCRETE PAD HAS BEEN POURED, FORMS REMOVED, WINDOW GROUTED, PIPE CUT 1-1/2" ABOVE PAD, 1/8" NYLON PULL CORD INSTALLED, & TRAFFIC BALLARDS INSTALLED (IF REQUIRED).
DO NOT PULL ANY WIRE BEFORE AN INSPECTION

UPON FINAL INSPECTION, ANY DAMAGED FACILITIES ARE TO BE REPAIRED BEFORE ONCOR WILL BEGIN CONSTRUCTION.

A 24 HOUR NOTIFICATION IS REQUIRED BEFORE ANY INSPECTION CAN BE MADE.

TO REQUEST WORK INSPECTION, CALL: _____

(Oncor Field Construction Inspector)

Cell # _____

Office # _____

ANY WORK OR PORTION OF WORK THAT HAS NOT BEEN INSPECTED BY ONCOR WILL NOT BE ACCEPTED.
SPECIFICATIONS AS DISCUSSED APPLY TO THIS JOB ONLY.

Oncor Representative Date: _____

Customer / Client / Agent Date: _____

COPIES TO THE FOLLOWING:

Customer / Client / Agent
Oncor New Construction Manager
Oncor Field Construction Inspector
Oncor Project Designer

I HAVE RECEIVED AND READ ALL CORRESPONDENCE NOTED ABOVE.



Specifications for Electrical Underground Distribution Systems from Overhead Transformation, Secondary Service Accounts

Specification DDS-4 OH
Revision 11, February 2024

**ONCOR ELECTRIC DELIVERY COMPANY
SPECIFICATIONS FOR ELECTRICAL UNDERGROUND DISTRIBUTION SYSTEMS
FROM OVERHEAD TRANSFORMATION, SECONDARY SERVICE ACCOUNTS
SPECIFICATION NUMBER DDS-4 OH**

TABLE OF CONTENTS

SECTION 1- SCOPE	Page 1
SECTION 2- REFERENCES	Page 1
SECTION 3- DEFINITIONS	Page 1
SECTION 4- GENERAL	Page 1
SECTION 5- COMPANY RESPONSIBILITY	Page 2
SECTION 6- CONTRACTOR RESPONSIBILITY	Page 3
SECTION 7- ACCEPTANCE	Page 5

ATTACHMENTS:

DDS-4 OH Detail Sheets 1- 16

**ONCOR ELECTRIC DELIVERY COMPANY
SPECIFICATIONS FOR ELECTRICAL UNDERGROUND DISTRIBUTION SYSTEMS
FROM OVERHEAD TRANSFORMATION, SECONDARY SERVICE ACCOUNTS
SPECIFICATION NUMBER DDS-4 OH**

1. SCOPE

This document represents the minimum requirements and specifications for the installation of the electrical underground distribution systems fed from overhead transformation, serving Secondary Service Accounts, to be transferred to Oncor Electric Delivery Company ownership.

2. REFERENCES

This specification shall be used in conjunction with the latest revision of the following publications.

2.1 The Electric Service Guidelines, Oncor Electric Delivery Company.

3. DEFINITIONS

3.1 Company: Oncor Electric Delivery Company and its designated representatives.

3.2 Contractor: Individual or firm installing electric underground service for Secondary Service Accounts.

3.3 Authority Having Jurisdiction: Generally an incorporated City or Town, but may be an agency of the County, State or Federal Government.

3.4 Point of Delivery: The point where Company's conductors are connected to premise's conductors, typically at the meter socket or service enclosure.

4. GENERAL

4.1 The latest edition of all applicable building and safety codes shall be followed in the installation of the electrical underground distribution system. Included, but not limited to, are the:

4.1.1 Local City Building and Fire Codes or any other applicable codes for a particular project location

4. GENERAL (continued)

- 4.1.2 National Electrical Safety Code (NESC)
- 4.1.3 U.S. Occupational Safety and Health Act of 1970 (OSHA)
- 4.1.4 The American Concrete Institute (ACI)
- 4.1.5 The American Society for Testing and Materials (ASTM)
- 4.2 Upon receipt of all necessary information from the Contractor, a project sketch showing the route of the conduit line and other pertinent information will be furnished by the Company.
- 4.3 Prior to construction a meeting shall be held to discuss and coordinate construction and inspection.
- 4.4 The Company will require a signed easement at no cost or a filed plat incorporating Company easement requirements prior to the Company installing any electrical facilities.
- 4.5 Joint use ditch will be determined by the Company on an individual basis.
- 4.6 No electrical facilities shall be connected by the Company until after the final inspection is made and approval by the Authority Having Jurisdiction, as required by code, has been received.

5. COMPANY RESPONSIBILITY- The following shall be performed by, and the responsibility of, the Company:

- 5.1 The Company inspector is to inspect all conduit installations prior to the placing of backfill.
- 5.2 The Company inspector is responsible for all field changes and coordinates changes with the local Engineering office.
- 5.3 After approval of the installed conduit system by the Company inspector, and after the Contractor has signed all appropriate contracts, agreements, easements and has paid any required CIAC (contribution in aid of construction), the Company shall install service lateral cables up to the line side of the point of delivery.

5. COMPANY RESPONSIBILITY (continued)

- 5.4 Upon notification of final electrical inspection from the Authority Having Jurisdiction, the Company is to make final electrical connections at the point of delivery.

6. CONTRACTOR RESPONSIBILITY- The following shall be performed by, and the responsibility of, the Contractor:

- 6.1 The Contractor is to provide the Company a Site Plan, a Dimension Control Plan, an Elevation Plan, a Grading Plan and loading information.
- 6.2 The Contractor is to coordinate with the Company inspector for inspection of work prior to backfilling.
- 6.3 The Contractor is to provide personnel and vehicular access to the facility at all times.
- 6.4 The Contractor is to be held responsible for the full direction and supervision of all work being performed by his employees, agents or contractors. The Contractor shall also be responsible for the area at all times prior to acceptance, particularly in the prevention of damage to the electrical distribution system by the activities of other trades and utilities.
- 6.5 All testing of concrete and backfill which is deemed necessary by the Company is to be performed by an independent testing laboratory at the Contractor's expense.
- 6.6 The Contractor is to replace at his expense any damaged equipment or work not in compliance with the requirements in these specifications, the project sketch, the DDS-4 OH Detail Sheets or as specified by the Company.
- 6.7 The Contractor is to furnish equipment and labor to lay out ditch, set grade, dig ditches, place conduit in ditch and place electrical connection boxes. The line shall run in as straight alignment as practicable. All conduit and bends shall be Schedule 40 PVC or Schedule 80 PVC and shall be electrical grade. All PVC conduit and bends shall be gray in color.
- 6.8 The Contractor may be required to furnish a spare conduit in the same ditch with service lateral conduit(s) and cap both ends at bends.
- 6.9 The Contractor is to complete rough site grading, establish final grade and clear all obstructions. Any change in final grade which requires the lowering or raising of electrical conductors or associated equipment is at the expense of the Contractor.

6. CONTRACTOR RESPONSIBILITY (continued)

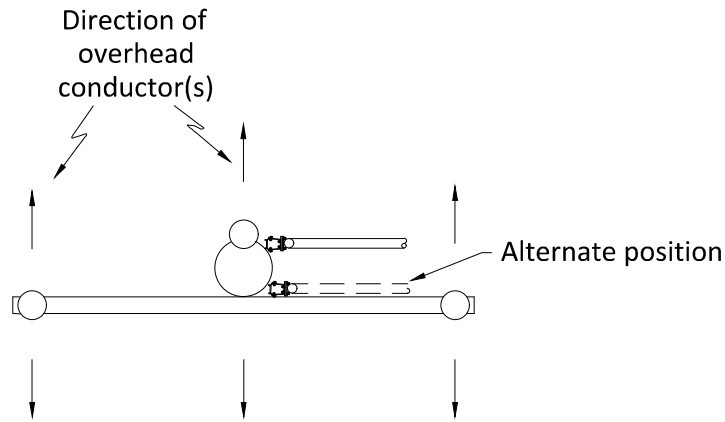
- 6.10 Minimum vertical crossing clearance of electrical conduits from other utilities' conduits is twelve (12) inches.
- 6.11 A lateral separation of five (5) feet from electrical conduits to other utilities' conduits is required on private property.
- 6.12 Backfilling of conduit trenches under paved areas and around conduit bends at riser poles is to be compacted to 95% of the density of surrounding undisturbed soil as per ASTM D 698. Stabilization must be uniform to bottom of ditch. An alternative method for backfilling around conduit bends consists of concrete backfill with bend. The method and location where used will be at the discretion of the Company.
- 6.13 Contractor is to pull a mandrel through each conduit to check and clear blockage and leave an approved pull tape in each conduit. Pull tape shall be furnished by the party providing conduit and shall be installed by Contractor. Mandrel shall be furnished by Contractor. Conduit shall be plugged at both ends. Reference DDS-3 UG Detail Sheet 8 for approved pull tapes.
- 6.14 Approved self-contained meter sockets or approved meter packs are to be provided and installed by the Contractor. Transocket meter bases and service enclosures (when required) are to be provided by the Company and installed by the Contractor. Reference the Electric Service Guidelines for approved self- contained meter sockets. **Contact Company for approval of meter packs prior to letting bids and installing equipment.**
- 6.15 For single occupant, C. T. metered Secondary Service accounts fed from overhead transformation, the Contractor is to provide and install the underground raceway to the riser pole. The Company shall provide, install, connect and maintain the service lateral conductor.
- 6.16 If socket type metering fed from overhead transformation is utilized, the Contractor is to mount the meter socket on the building with the location approved by the Company and provide and install the underground raceway to the riser pole. The Company shall provide, install, connect and maintain the service lateral conductor.
- 6.17 For multiple occupancy Secondary Service accounts fed from overhead transformation, the Contractor is to provide and install (1) the service lateral raceway from the service enclosure to the riser pole and (2) the conductors and associated raceways from the service enclosure to the line side of the meters. The Company shall provide, install, connect and maintain the service lateral conductors to the line side of the service enclosure.

6. CONTRACTOR RESPONSIBILITY (continued)

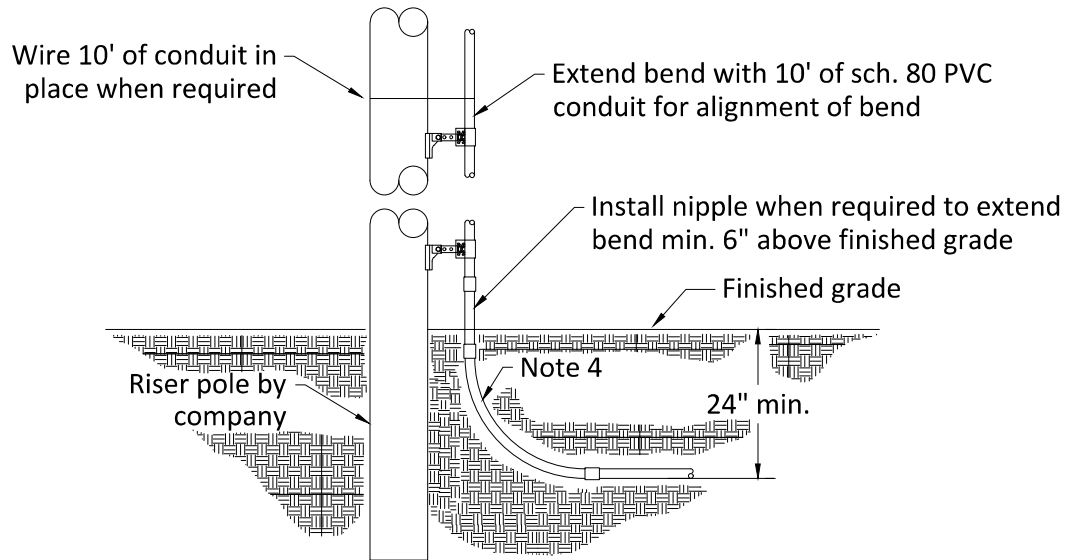
- 6.18 For multiple occupancy Secondary Service accounts utilizing meter packs fed from overhead transformation, the Contractor is to provide and install the service lateral raceway from the meter pack enclosure to the riser pole. The Company shall provide, install, connect and maintain the service lateral conductors to the line side of the meter pack.
- 6.19 For Secondary Service Accounts fed from subsurface secondary/ service boxes or meter pedestals, the Contractor is to (1) provide and install the underground raceway and conductor to the load side of the secondary/ subsurface box or meter pedestal, and (2) provide and install the underground raceway between the secondary/ service box or meter pedestal and the riser pole. The service lateral conductors between the overhead transformer and the source side of the secondary/ service box or meter pedestal shall be supplied, installed, connected and maintained by the Company. The Contractor shall provide the connectors when required and the Company shall install these connectors on the Contractor's conductors and connect to the load side of the secondary/ service box. Reference the Electric Service Guidelines for approved compression type connectors.
- 6.20 The Contractor is to secure inspection and approval of premise's facilities by the Authority Having Jurisdiction prior to the connection of electrical facilities.
- 6.21 Meter sockets to multi-metered locations shall be clearly and permanently marked by the Contractor on the exterior and interior of the meter socket to indicate each location served. Engraved or stamped metal, weather resistant placards shall be used on the exterior of the meter socket and be permanently affixed. Permanent marker or other acceptable method shall be used to mark the location on the inside of the meter socket (at a location other than the cover) where it can be easily read.

7. ACCEPTANCE

- 7.1 The Company inspector shall meet with the Contractor and review the project prior to acceptance. Electrical facilities will be installed as approved by the Company inspector only after acceptance of the project.



Top View



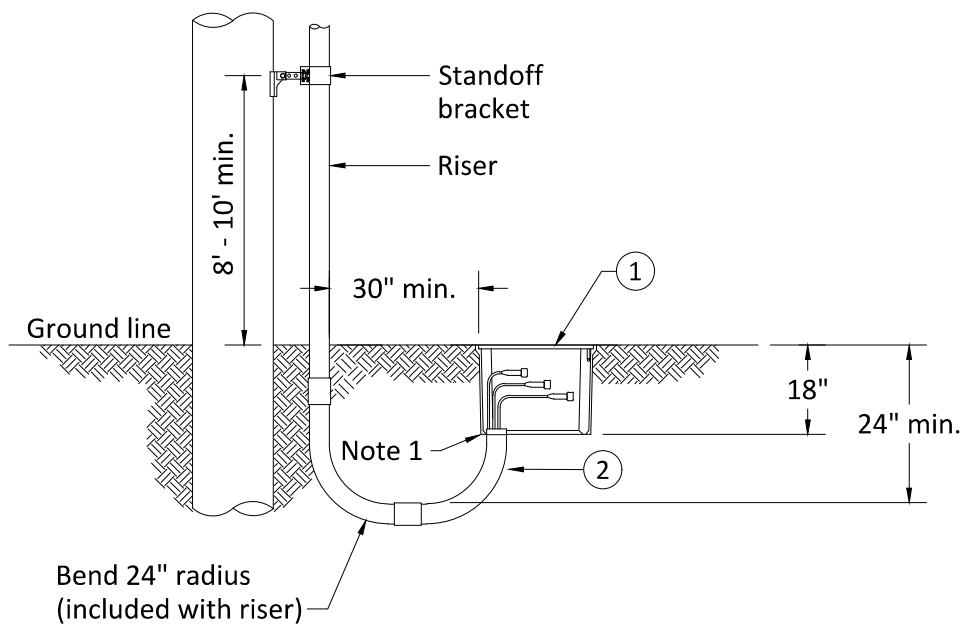
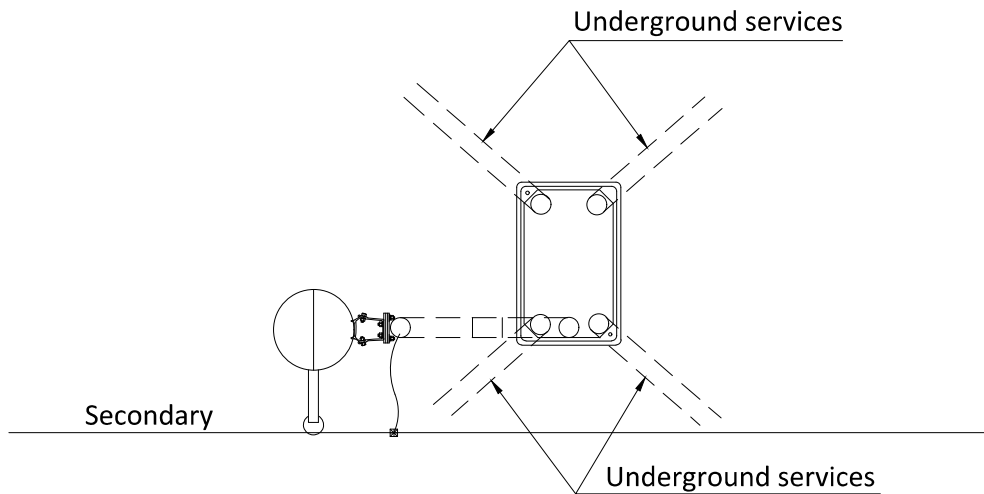
Plan View

Notes:

1. Contact company representative for (1) routing of conduit line, (2) size of conduit, and (3) installations requiring more than one riser on pole.
2. Limit raceway to three 90° bends. If more than three 90° bends are required, contact company representative.
3. Distance between 90° bends shall be 5' minimum.
4. Reference detail sheet 10 for bend radius for all horizontal and vertical conduit bends.



**TERMINATION OF
SECONDARY CONDUIT
AT RISER POLE**



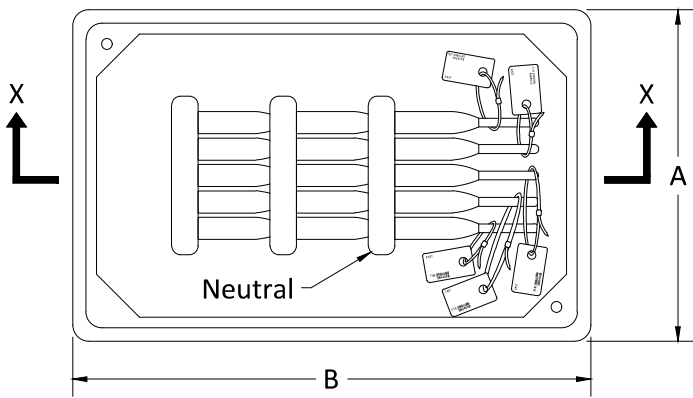
Notes:

1. Contact company representative for (1) routing of conduit line, (2) size of conduit, and (3) installations requiring more than one riser on pole.
2. Limit raceway to three 90° bends. If more than three 90° bends are required, contact company representative.
3. Reference detail sheet 10 for bend radius for all horizontal and vertical conduit bends.
4. Cut off bend flush with bottom of secondary/service box.

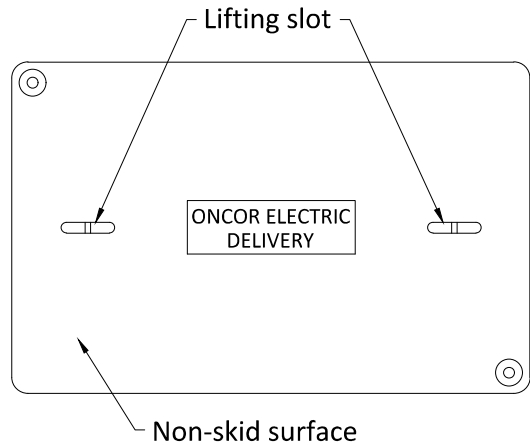


**SECONDARY RISER WITH
SECONDARY/SERVICE BOX,
CONDUIT SYSTEM**

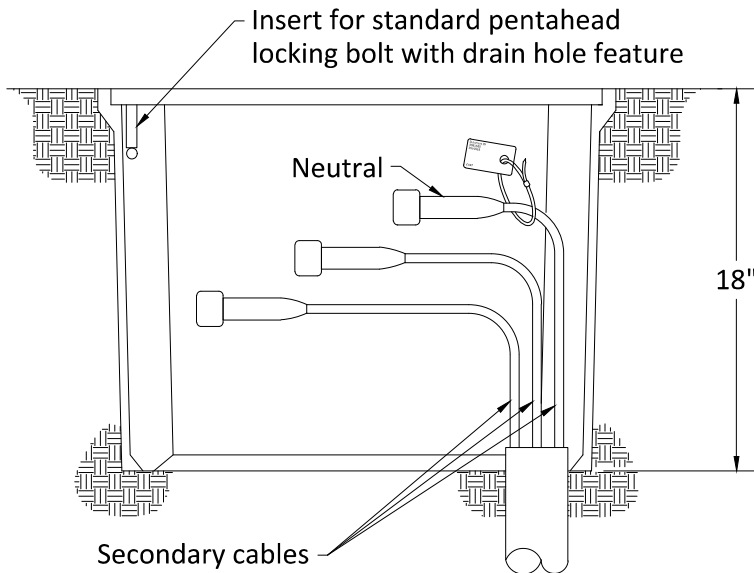
DDS-4 OH DETAIL SHEET 2 OF 16



Plan View - with Cover
Removed



Top View - Cover



Section "X - X"

Box Size (in.)	Overall Dim. (in.)		Max. No. Circuits
	A	B	
17 x 30	20	33	8

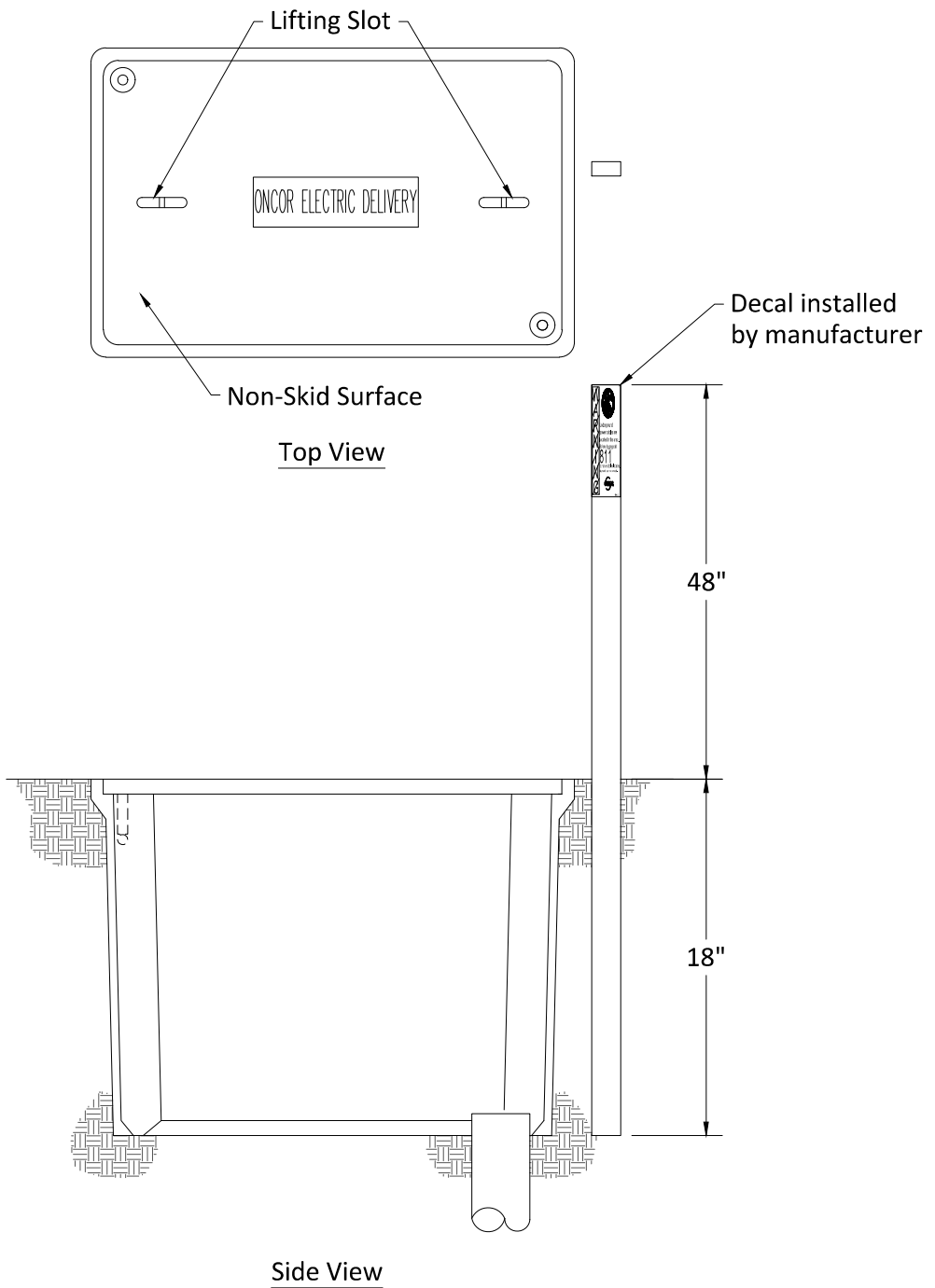
Box Size (in.)	Replacement Lid TSN
13 x 24	326506
17 x 30	326509

Notes:

1. Consult company representative for (1) approved precast secondary subsurface boxes, (2) size of conduit, and (3) routing path of conduit into secondary subsurface box.
2. For installation of conduit to in-service secondary subsurface boxes, consult company representative for details.
3. Reference detail sheet 10 for bend radius for all horizontal and vertical conduit bends.



**TYPICAL SERVICE AREA-
SUBSURFACE
SECONDARY/SERVICE BOX**



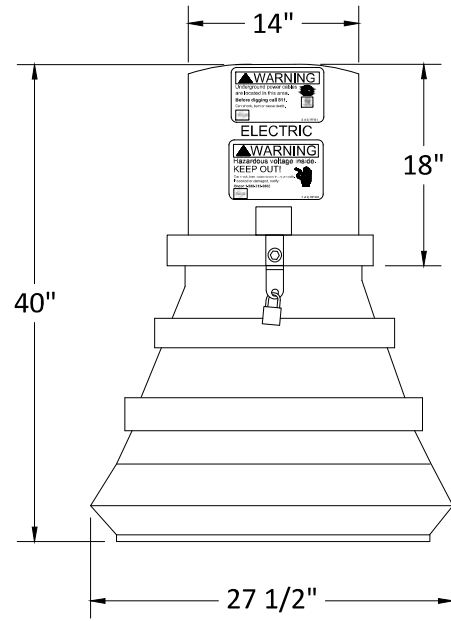
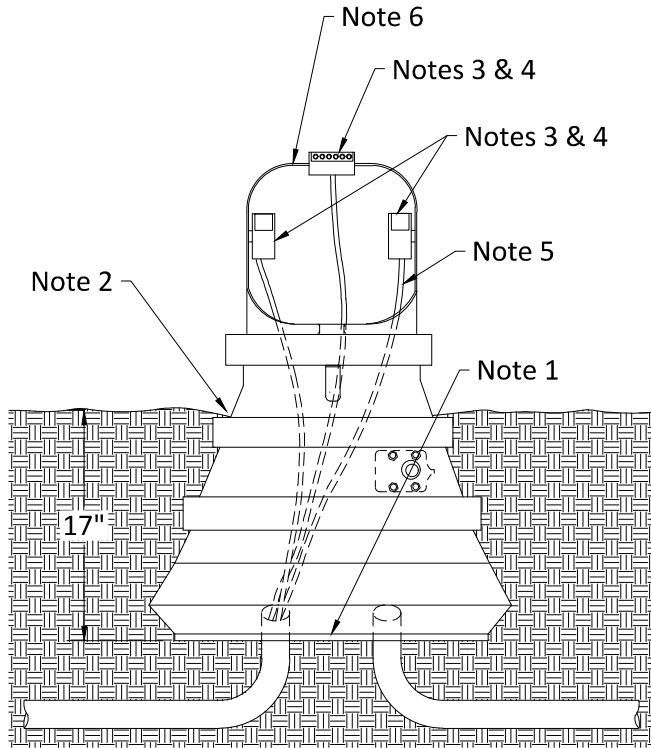
Notes:

1. Consult company representative on where to acquire marker stake.
2. Install marker stake within 3" of one end of subsurface box when box is being installed.
3. Remove marker stake when the last permanent meter is set.



**MARKER STAKE
FOR
SECONDARY/SERVICE BOX**

DDS-4 OH DETAIL SHEET 4 OF 16



Replacement Parts	
Part	TSN
6 position connector #6 - 350 conductor	397461
6 position connector #4 - 500 conductor	397463
Clear lexan connector cover	397462
Cover tie	479418

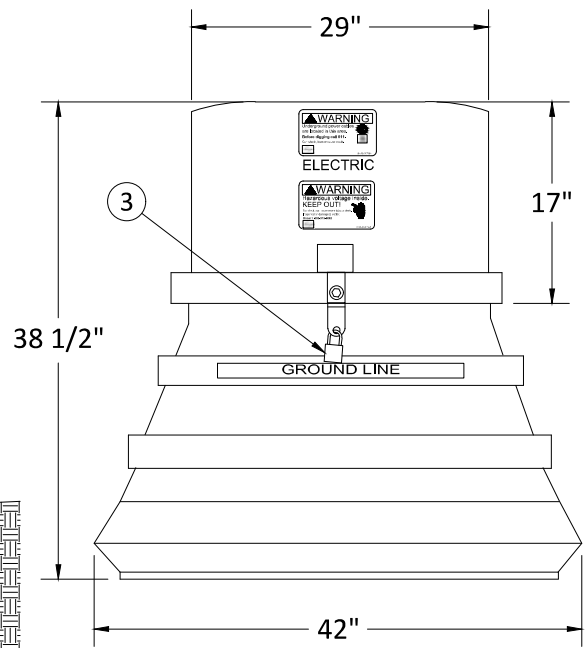
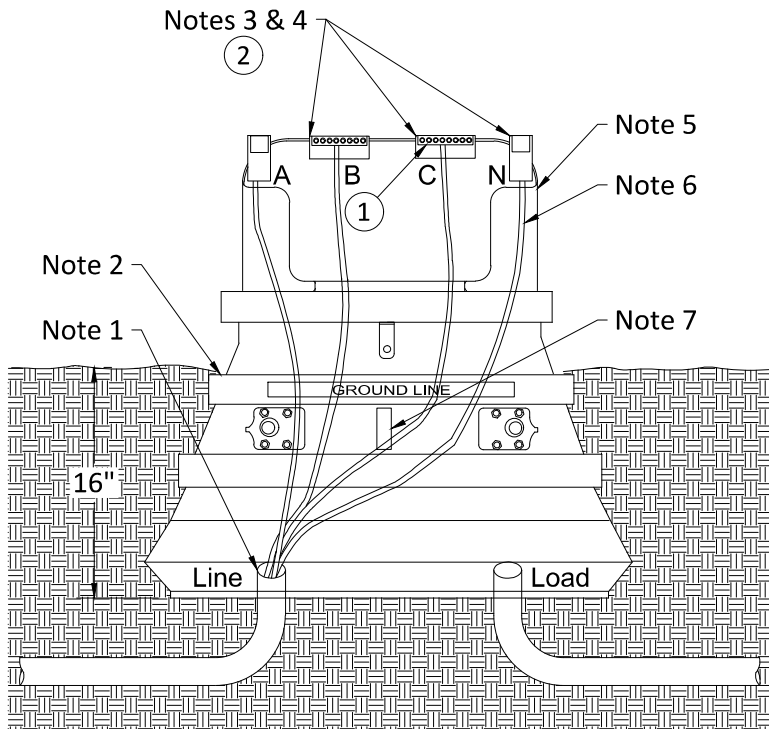
Installation notes:

- Center the cables/conduits in the bottom opening of the pedestal.
- Bury the pedestal to the ground line marker and tamp the soil around the unit to secure it in the upright position.
- The connector cover is a reusable item. If missing or damaged replace with parts as shown. All connector covers shall be secured with ties. If the ties are cut or damaged in any way, replace with stock replacement parts as shown.
- Use the center top mounted connector for the neutral conductor. Use the side mounted connectors for the "hot" conductors.
- Position, cut and remove cable insulation. For good set screw compression on the conductors, extend bare conductor 1/4" above the connector. Brush conductors to remove oxide before installing in connector and apply inhibitor to cable and setscrew threads.
- Locate pedestal to minimize chance of pedestal being struck by vehicular traffic.
- Consult company representative for (1) approved secondary pedestals, (2) size of conduit, and (3) routing path of conduit into secondary pedestal.
- For installation of conduit to in-service secondary pedestals, consult company representative for details.
- Reference detail sheet 10 for bend radius for all horizontal and vertical conduit bends.



**TYPICAL SERVICE AREA-
SINGLE PHASE
SECONDARY PEDESTAL**

DDS-4 OH DETAIL SHEET 5 OF 16



Replacement Parts	
Part	TSN
8 position connector #6 - 500 conductor with clear flexible connector cover	476321

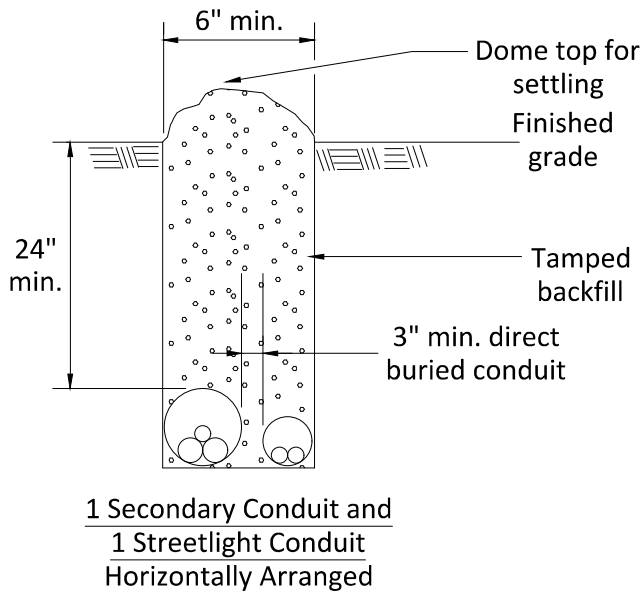
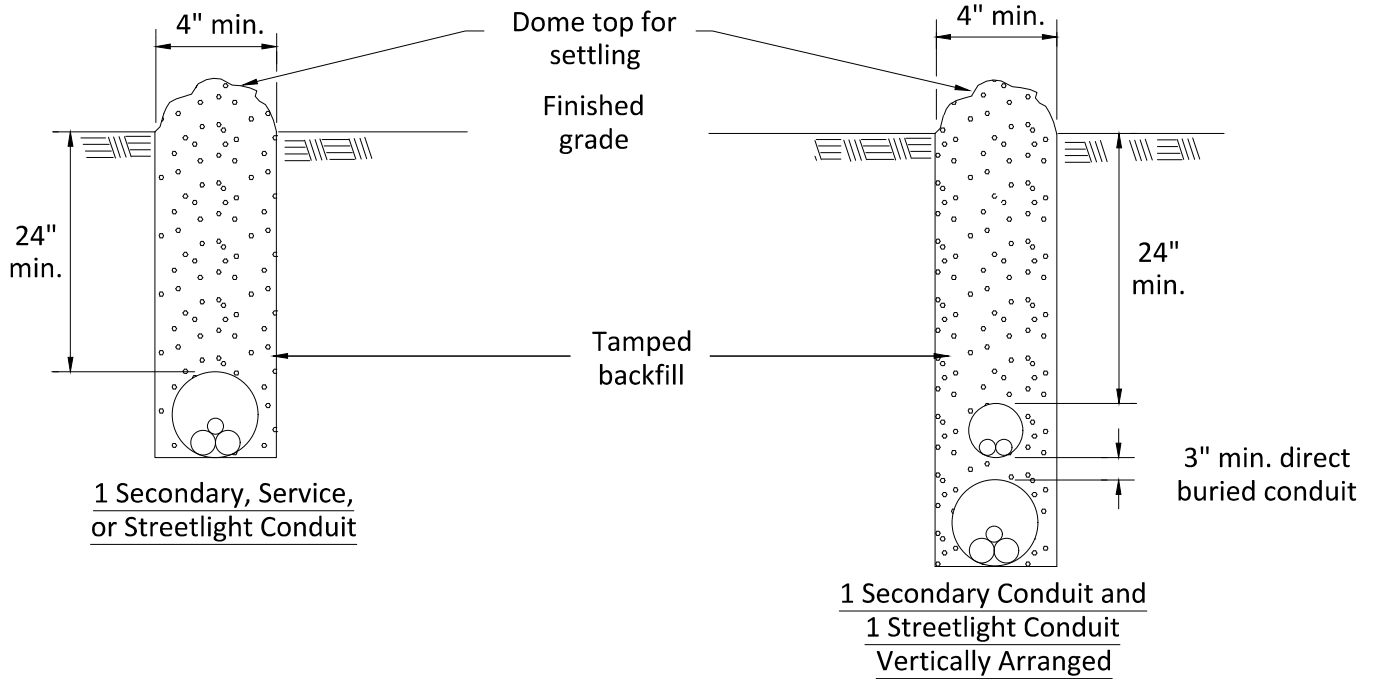
Installation notes:

- Center the cables/conduits in the bottom opening of the pedestal as shown.
- Bury the pedestal to the ground line marker and tamp the soil around the unit to secure it in the upright position.
- The connector cover is a reusable item. If missing or damaged replace with stock replacement part.
- Use a clockwise phase rotation with the mounted cable connectors. Position the "A" phase connections at the 9:00, "B" phase at 11:00, "C" phase at 1:00 and the neutral at 3:00 as shown.
- Locate pedestal to minimize chance of pedestal being struck by vehicular traffic.
- Position, cut and remove cable insulation. For good set screw compression on the conductors, extend bare conductor 1/4 inches above the connector. Brush conductors to remove oxide before installing in connector and apply inhibitor to cable and setscrew threads.
- 2" x 4" wood brace has been installed to prevent the pedestal from collapse during installation compaction. After the installation is complete, cut to remove if necessary. If brace is not a space conflict, leave it in place.
- Consult company representative for (1) approved secondary pedestals, (2) size of conduit, and (3) routing path of conduit into secondary pedestal.
- For installation of conduit to in-service secondary pedestals, consult company representative for details.
- Reference detail sheet 10 for bend radius for all horizontal and vertical conduit bends.






**TYPICAL SERVICE AREA-
THREE PHASE
SECONDARY PEDESTAL**

DDS-4 OH DETAIL SHEET 6 OF 16



Legend:

-  Primary Cable
-  Secondary/Service Cable
-  Streetlight Cable

Notes:

1. Consult company representative for conduit size.
2. Reference sheets 8 and 9 for notes and instructions.
3. Separation dimensions apply to company conduits or cables only. Maintain 12" separation between company conduits or cable and foreign conduits or cable.



TRENCH REQUIREMENTS

1. Trench alignment shall be as straight as conditions permit. Any deviations from planned alignment shall have prior approval by the project engineer/inspector. All trench cuts shall be in accordance with existing safety regulations in effect.
2. Trench bottom should be undisturbed, tamped, or relatively smooth earth. Where excavation is in rock, the conduit should be laid on a layer of clean backfill.
3. All backfill should be free of debris or other material that may damage the conduit system or cause settling. The material should fill the voids around the conduit to prevent hot spots and settling.
4. Backfill should be adequately compacted. Backfill not under pavement should be compacted to the density of the surrounding undisturbed soil. Backfill under pavement should be compacted to not less than 95% of the density of undisturbed soil as determined by ASTM D698.
5. See sheet 9 for instructions for joining PVC conduit.
6. Each conduit run shall be checked by pulling a mandrel through the entire length at the completion of the civil installation.
7. A pull tape shall be left in each conduit. Conduit shall be plugged at both ends.

Approved Pull Tapes			
Conduit Size	Manufacturer	Catalog No.	TSN
1", 2" & 3"	Arnco Neptco, Inc.	BL-WP25 WP2500P	321068
4" & 6"	Arnco Neptco, Inc.	BL-WP60 RP6000N	397616

8. Contact company representative for trench dimensions for more than 2 conduits in same ditch.



**INSTALLATION OF CONDUITS
NOTES AND INSTRUCTIONS**

DDS-4 OH DETAIL SHEET 8 OF 16

The chemicals used in solvent welding of conduit are intended to penetrate the surface of both pipe and fitting, which after curing result in a complete fusion at the joint. The over-use or under-use of chemicals results in leaky joints or weakened pipe.

1. Clean conduit by wiping off all dust, dirt and moisture from surfaces to be cemented either by mechanical or chemical cleaning.
 - 1.1. Mechanical cleaning - Fine abrasive paper or cloth (180 grit or finer) or clean oil-free steel wool.
 - 1.2. Chemical cleaning- Cleaner recommended by manufacturer or equivalent (methyl ethyl ketone - Mek).
2. With a non-synthetic bristle brush apply an even coating of cement to the outside of the pipe and inside the socket. Make sure that the amount of cement applied to the conduit is equal to the depth of the socket. Before assembly, if some evaporation of solvent from the surfaces to be joined is noted, reapply cement, then assemble.

If cement being used has an appreciable change in viscosity or shows signs of jelling, it shall be discarded. In no case shall thinner be used in an attempt to restore jelled PVC cement. Thinner may only be used to change the viscosity of a medium bodied cement to that of a regular bodied cement for application on PVC pipe smaller than 2 1/2" diameter. A medium bodied cement shall be used on 2 1/2" to 6" PVC pipe.

Use a primer to soften the joining surfaces before applying cement. Allow longer cure time. (See item 5).

3. Join pipe within 20 seconds of applying cement. Turn the pipe 1/4 turn to ensure even distribution of cement on surfaces to be bonded. Make sure that pipe is inserted to the full depth of the socket.
4. Clean off any bead or excess cement that appears at the outer shoulder of the fitting. Excess cement allowed to remain in contact with the material is apt to cause weakening of the material, and subsequent failure.
5. Newly assembled joints should be handled carefully until the cement has cured to the recommended set period. Set periods are related to the ambient temperature as follows:

30 min. minimum at 60° to 100° F
1 hr. minimum at 40° to 60° F
2 hr. minimum at 20° to 40° F
4 hr. minimum at 0° to 20° F



INSTRUCTIONS FOR JOINING PVC CONDUIT

DDS-4 OH DETAIL SHEET 9 OF 16

Conduit Nominal Size (in.)	Minimum Bend Radius (in.)	Type of Bend Material for Pulls:
1	18	PVC
2	24	PVC
3	24	PVC
4	36 (See notes 3 & 4)	PVC
6	36	PVC

Notes:

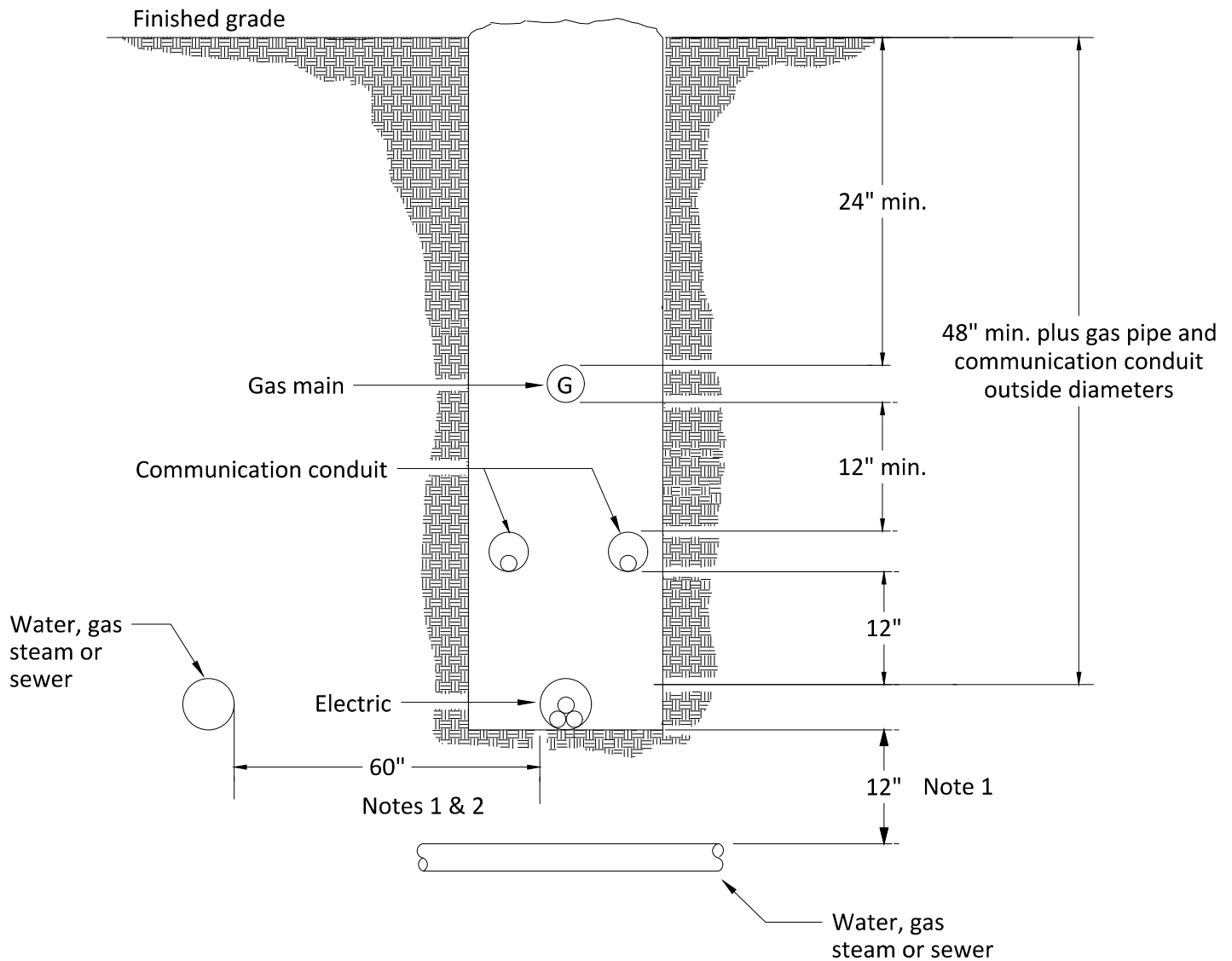
1. Sch. 80 PVC conduit shall be used for all above ground installations (pole and meter risers). Sch. 40 may be used for all below ground installations.
2. No field bends.
3. 24" sweep 90s on 4" PVC may be used when the required conduit depth is less than 30" from final grade.
4. 24" sweep 90s on 4" PVC may be used on primary applications when a proper depth of the conduit can not be attained under a deep well pad or deep window application.

(The complete 90 must be below final grade or the pad window)



**CONDUIT BEND RADIUS
AND MATERIAL**

DDS-4 OH DETAIL SHEET 10 OF 16



Notes:

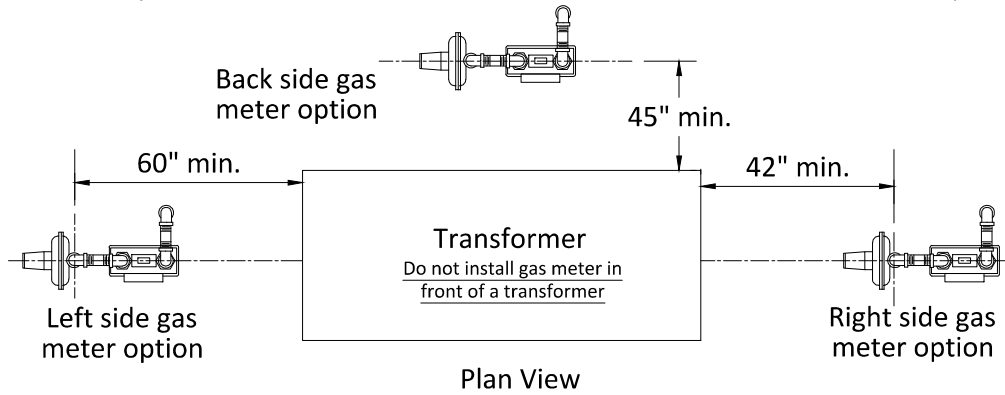
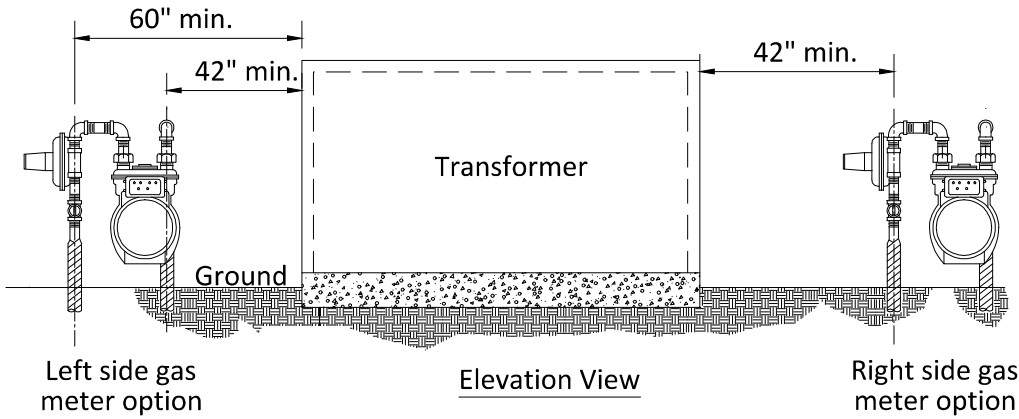
1. Vertical crossing clearance from other utilities shall be 12". A 60" lateral separation of paralleling foreign utilities (excluding gas and communications) shall be required. An exception would be to allow gas, telephone and/or CATV in the same ditch as company conduit system providing the NESC requirements for conduit separation are met or exceeded and the communications circuits are installed in conduit.
2. It is understood that only 12" separation is required on public rights-of-way. Personnel involved in excavation on public rights-of-way are fully aware of the hazards involved. However, excavation on private property can be done by individuals who are not likely to be fully aware of the hazards. Therefore, the 60" lateral separation is required to help prevent injury to personnel doing excavation on private property.



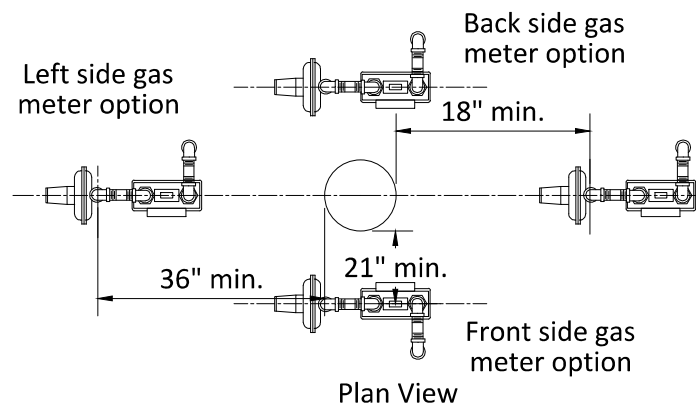
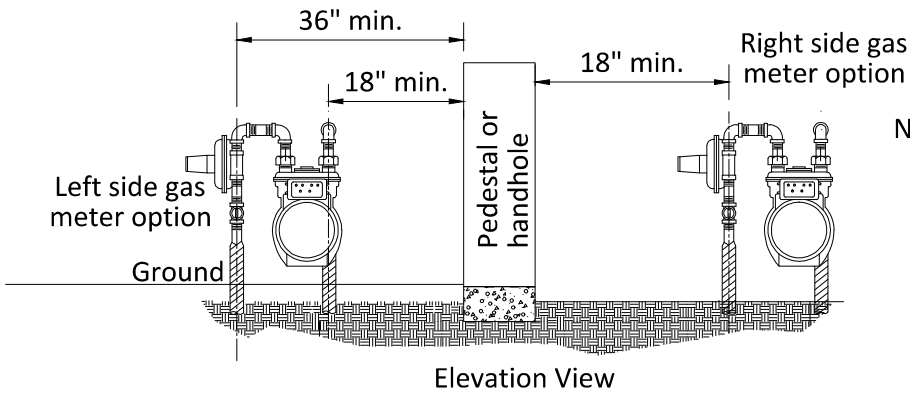
**CLEARANCE REQUIREMENTS
FROM FOREIGN UTILITIES
ON PRIVATE PROPERTY**

DDS-4 OH DETAIL SHEET 11 OF 16

Transformer Clearance Details



Pedestal Clearance Details



Notes:

1. Measurements are referenced from the inlet gas riser.
2. The measurements will ensure:
 - 2.1. That a minimum clearance of 36" is attained between the entire gas meter installation and the pad mounted equipment and
 - 2.2. That a minimum clearance of 12" is attained between the entire gas meter installation and all other aboveground facilities including electric and other utility pedestals and handholes.
3. This standard applies to 630 gas meter installations and smaller. For larger meter installations, contact company representative for assistance.
4. This drawing is typically used when the gas main is located in an alley or dedicated utility easement.

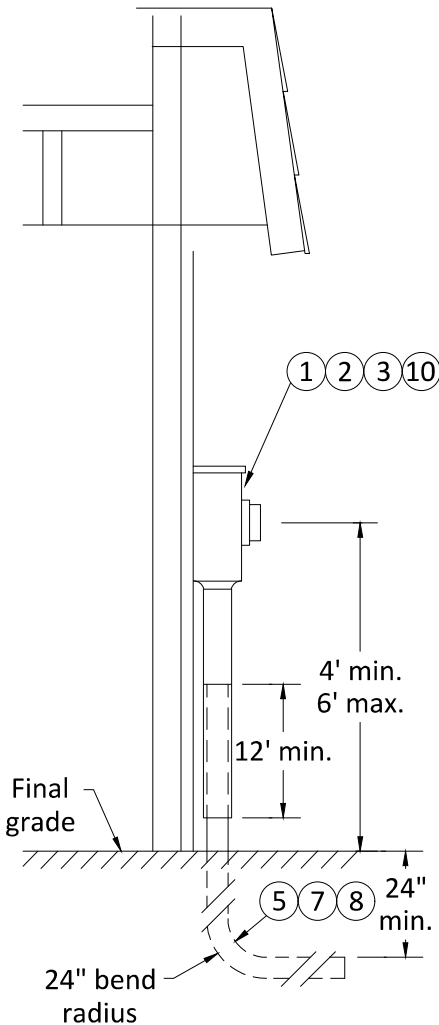


**ABOVEGROUND CLEARANCES
FROM GAS METER INSTALLATIONS**

DDS-4 OH DETAIL SHEET 12 OF 16

UNDERGROUND THREE-PHASE AND SINGLE-PHASE SERVICE METER FOR ONE RESIDENTIAL OR ONE NON-RESIDENTIAL (ONE SECONDARY) SERVICE

FIGURE 4-B



Notes:

1. Reference the ESG, pages 48-55 for company-customer responsibility of source and load conductors and connection of these conductors.
2. Meter socket shall be provided, installed, and maintained by customer. Reference the ESG, see Table 5-C, pages 56-61 for list of approved meter sockets. Transockets, when required, shall be provided by company and installed and maintained by customer. All meter sockets (excluding transockets) require the line-side conductors to be connected to the top meter socket terminals. **Customer load conductors may not exit top half of meter socket.**
3. An insulated conduit bushing is required for raceways terminating in the meter socket. The service raceway shall not contain any conduit or other open connections.
4. Customer's ground rod conductor, #6 copper minimum shall originate in the service entrance equipment and extend to a ground rod. The ground rod conductor is permitted to be routed through the meter socket enclosure, but shall not terminate within. Company reserves the right to refuse installation of service contingent upon inspection of customer's grounding connections.
5. Reference the ESG and see 400.02, page 34 and 400.03, page 34 for company or customer responsibility for service lateral raceway installation. Schedule 40 PVC is required for company owned underground service lateral raceways. **Rigid steel, IMC, or EMT is not allowed.** Contact company representative prior to installation to determine service lateral raceway size, 2" is minimum.
6. If there is a possibility of additional customers being served from the same transformer at another location, a service disconnect is required. This only applies for instrument rated metering installations, unless prohibited by governing authority.
7. The use of flexible metallic conduit, liquid tight flexible metallic conduit, and liquid tight flexible non-metallic conduit for service entrance raceway is prohibited.
8. Service lateral conductor must enter from the BOTTOM of the meter socket, not from the side and not from the top. Service lateral conduit must be straight and inline with the meter socket with at least 3' of service lateral raceway above grade.
9. An oversized PVC conduit/raceway fitting that slips over the service lateral conductor riser is required. This fitting prevents exposure of conductors due to conduit/raceway movement due to soil expansion and contraction. Conduit inserted a minimum of 12" into the fitting.
10. Company owned service lateral conductors are installed by company and line-side (top) connections made up by company. Customer's service conductors are installed and connected in socket by customer.
11. Company recommends that customer limit to one circuit per conduit to avoid potential loading problems.

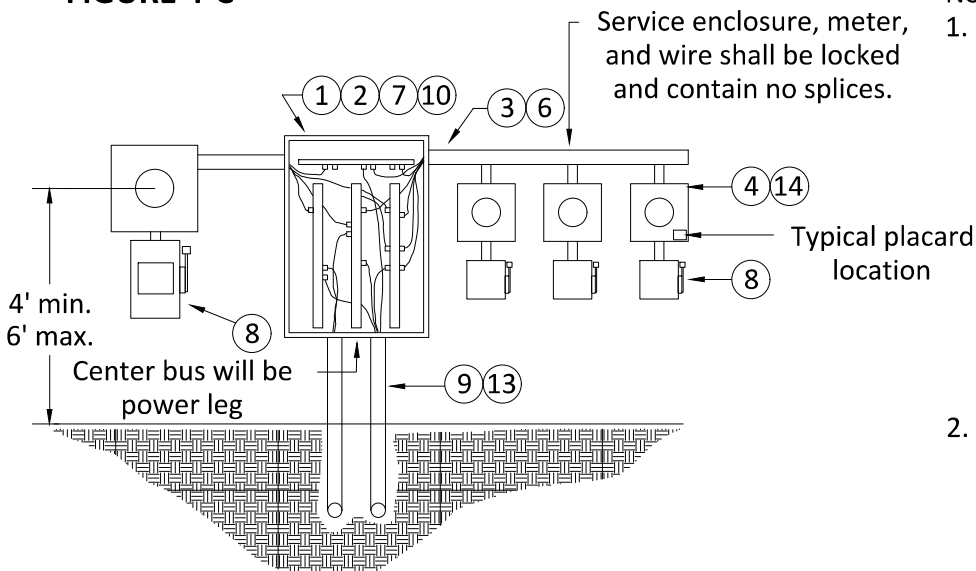


TYPICAL METER INSTALLATIONS

DDS-4 OH DETAIL SHEET 13 OF 16

UNDERGROUND SERVICE METERS, TWO OR MORE NON-RESIDENTIAL WITH SERVICE ENCLOSURE

FIGURE 4-C



Notes:

1. A service enclosure (reference the ESG and see 500.08, page 47) for Secondary Service installations through 2500 amperes and two or more meter sockets are required. Service enclosure shall be installed by customer on outside wall of building. Contact company for determination of service enclosure requirements. For duplex and multifamily installations, reference the ESG and see Figure 5-F, page 67.
2. Load conductors to meter sockets to be connected equally on both ends of bus bars to obtain full current rating of bus bars. Line conductors shall be connected to center of bus bars.

3. Conductors, gutters and raceways provided, installed and maintained by customer. Company locks or seals may be required.
4. Meter sockets shall be provided, installed and maintained by customer. Transockets, when required, shall be provided by company and installed by customer. Company locks or seals will be installed at each meter socket. Reference the ESG, see Table 5-C, pages 56-61 for list of approved meter sockets.
5. For use on service voltages through 480V.
6. Service entrance conductors to be continuous from meter sockets to service enclosure.
7. Refer to ESG, pages 48-55 for connector/conductor responsibility in service enclosures. Approved connectors, plated .375" minimum diameter bolts, Belleville washers, and oxide inhibitor are required for connections to plated aluminum bus.
8. Instrument rated service to a non-residential structure must be equipped with a disconnecting means installed on the load-side of the instrument rated metering equipment where the metering equipment is installed on a customer structure, unless prohibited by local governing authority. Service disconnect switches and breakers are both acceptable for use as the disconnecting means. The disconnecting means must have provision for a company lock. The disconnecting means must be readily accessible by company and within 3' of the meter. A 4" minimum clearance from the service disconnect switch operating lever is required. Customer must receive company approval of electrical design and/or nonstandard equipment or locations prior to installation of equipment.
9. For service lateral installation refer to the ESG and see 400.02, page 34. The service raceway shall not contain any conduit or other open connections.
10. For underground services, the bottom section of the enclosure shall be reserved for the line-side conductors. Load side conductors are not permitted to exit bottom.
11. If there is a possibility of additional instrument rated installations being served from the same transformer at another location, a service disconnect is required.
12. Insulated conduit bushings are required for raceways terminating in the meter socket.
13. The use of flexible metallic conduit, liquid tight flexible metallic conduit, and liquid tight flexible non-metallic conduit for service entrance raceway is prohibited.
14. Schedule 40 PVC is required for company owned underground service lateral raceways. **Rigid steel, IMC, or EMT is not allowed.**
15. Each socket must be clearly and permanently marked as indicated in 500.11, refer to the ESG, page 47.

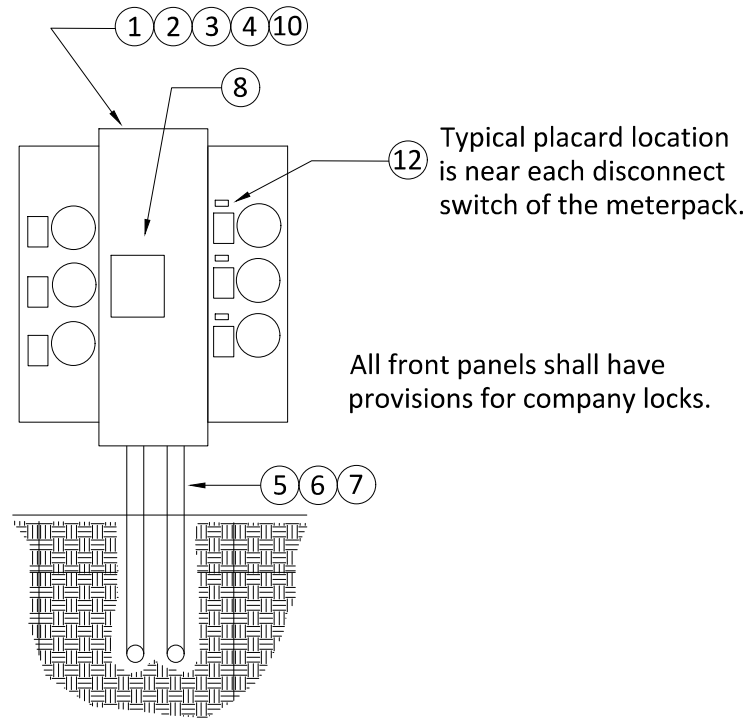


**TYPICAL METER INSTALLATIONS
(CONT.)**

DDS-4 OH DETAIL SHEET 14 OF 16

UNDERGROUND SERVICE METER PACK, MULTI-METER INSTALLATION

FIGURE 4-D



Notes:

1. A meter pack, installed by customer on outside wall of building for Secondary Service installations for two or more meter sockets, may be installed in lieu of a service enclosure. **Contact company for approval of meter packs prior to letting bids and installing equipment.** For multifamily installations, reference the ESG, see Figure 5-F, page 67.
2. Meter packs provided, installed, and maintained by customer.
3. Refer to the ESG, pages 48-55 for connector/conductor responsibility in meter pack.
4. When utilizing meter packs to serve Secondary Service customers, lever-operated bypass mechanisms are required for each individual meter socket.
5. If 7 or more meters are able to be installed, a service disconnect must be used on the line side of the meter pack. Check with city for additional requirements.
6. All meter packs must be ringless.
7. For service lateral installation refer to the ESG and see 400.02, page 34. The service raceway shall not contain any conduit or other open connections.
8. The use of flexible metallic conduit, liquid tight flexible metallic conduit, and liquid tight flexible non-metallic conduit for service entrance raceway is prohibited. The service raceway may not contain any conduit or other open connections.
9. Schedule 40 PVC is required for company owned underground service lateral raceways. **Rigid steel, IMC, or EMT is not allowed.**
10. Meter packs with meter stacks up to 5 meters tall will be permitted under certain conditions. Maximum mounting height is 72" to the center of the top meter socket. For meter stacks that have 5 vertical positions, a permanent hard surface extending a minimum of 24" in front of the meter pack and the width of the meter pack is required. Contact company for details.
11. **It is the customer's responsibility to determine local code requirements concerning meter packs with main switches or main circuit breakers prior to installing equipment.**
12. Each socket must be clearly and permanently marked as indicated in 500.11, refer to the ESG, page 47. Apartment or Location placards shall be mounted on meter pack adjacent or the tenant breaker, as an alternate mounting position. Screws and rivets are not allowed to attach placards.

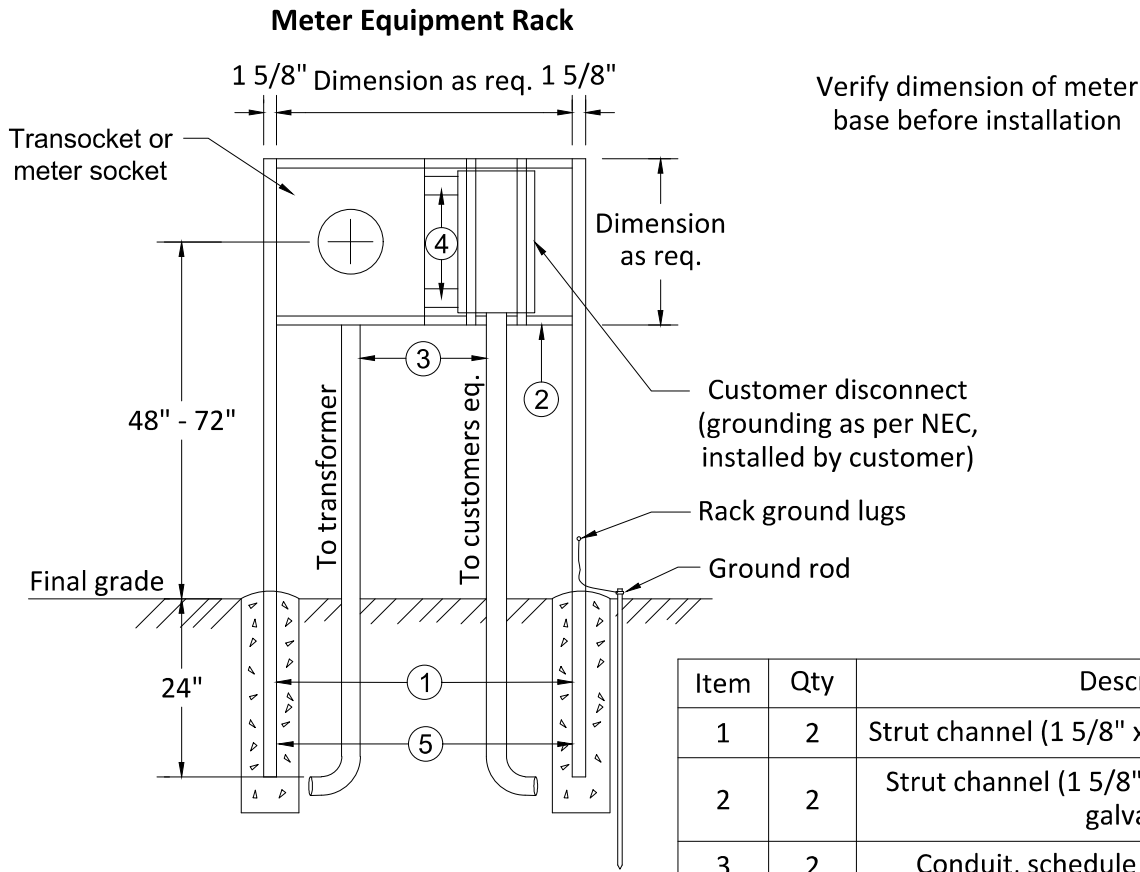


**TYPICAL METER INSTALLATIONS
(CONT.)**

DDS-4 OH DETAIL SHEET 15 OF 16

UNDERGROUND SERVICE, METER RACK

FIGURE 4-E



Item	Qty	Description
1	2	Strut channel (1 5/8" x 1 5/8" x 8'), galvanized
2	2	Strut channel (1 5/8" x 1 5/8" x 1/8" x 36"), galvanized
3	2	Conduit, schedule 80 PVC, as required
4	1	Conduit, nipple, as required (lowered for meter socket - upper for transocket)
5		Concrete, as required

Notes:

- Company owned service lateral conductors are installed by company and line-side (top) connections made up by company. Customer service conductors are installed and connected in socket by customer.
- Meter socket, rack and conduit/risers provided, installed and maintained by customer. A 4" minimum clearance from the disconnect switch operating-lever is required. Reference the ESG, see Table 5-C, pages 58-61 for list of approved meter sockets.
- Service lateral or source conductors provided and installed as per 400.02, refer to the ESG, page 34. The service raceway to transformer (source) may not contain any conduit or other open connections.
- A 4' clearance is required from meter side of meter rack assembly to any obstruction or structure.
- Customer service equipment may be installed on the meter rack assembly in accordance with all applicable codes. In unincorporated areas, contact company representative for details.
- Customer provides, installs and maintains the ground rod conductor, #6 copper minimum and connection to a ground rod. Company reserves the right to refuse installation of service contingent upon observing an unsafe customer connection.
- Alternate design- customer shall obtain company approval of any alternate design prior to installation. A meter pedestal is an acceptable alternate design. Contact company representative for details.

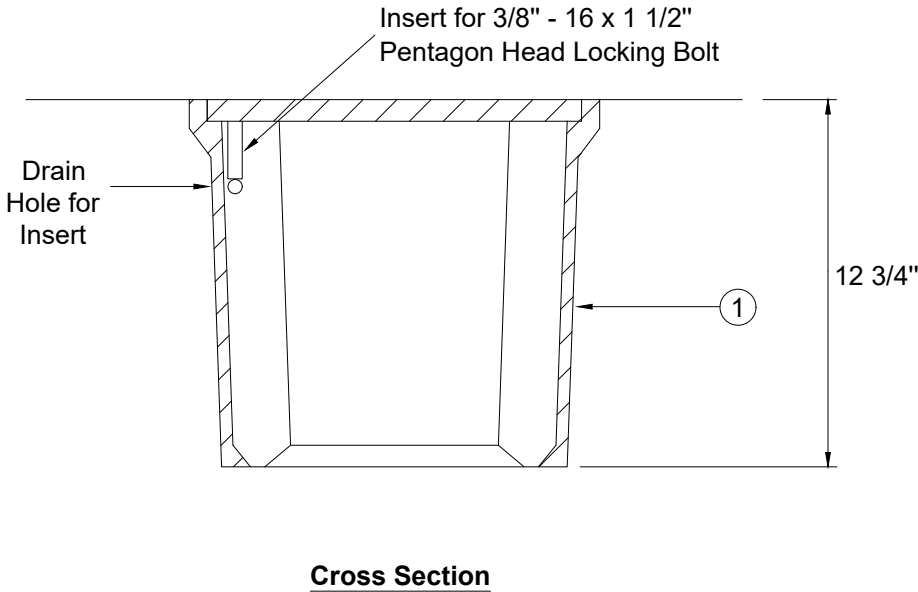
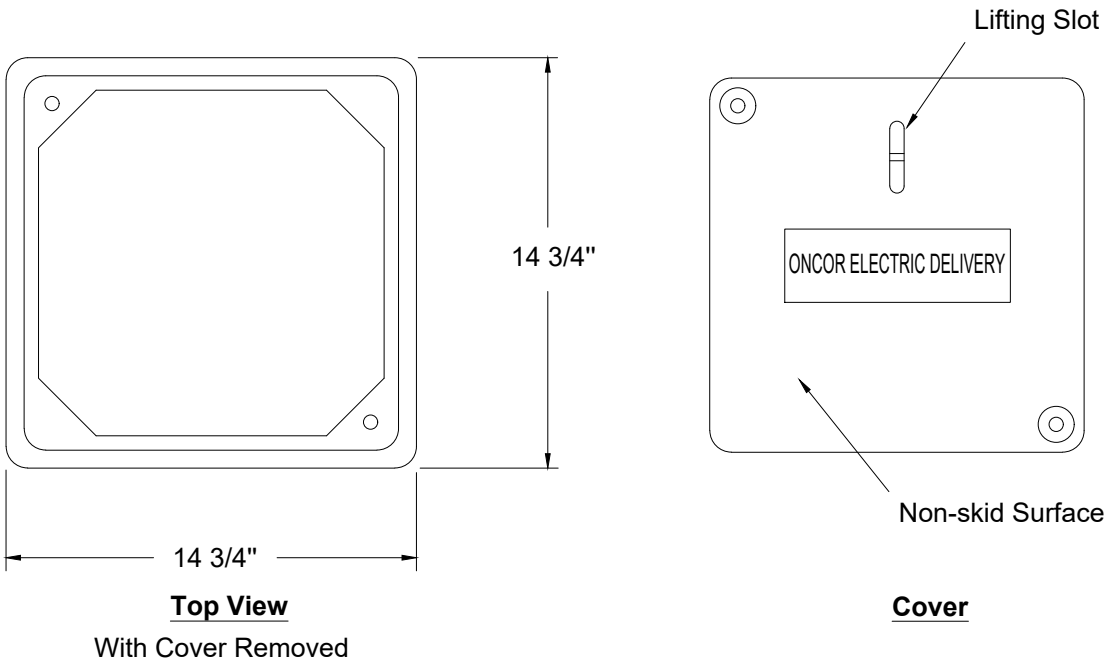


TYPICAL METER INSTALLATIONS
(CONT.)

DDS-4 OH DETAIL SHEET 16 OF 16

Street Light Secondary Connection Box

213 - 040
12 - 19



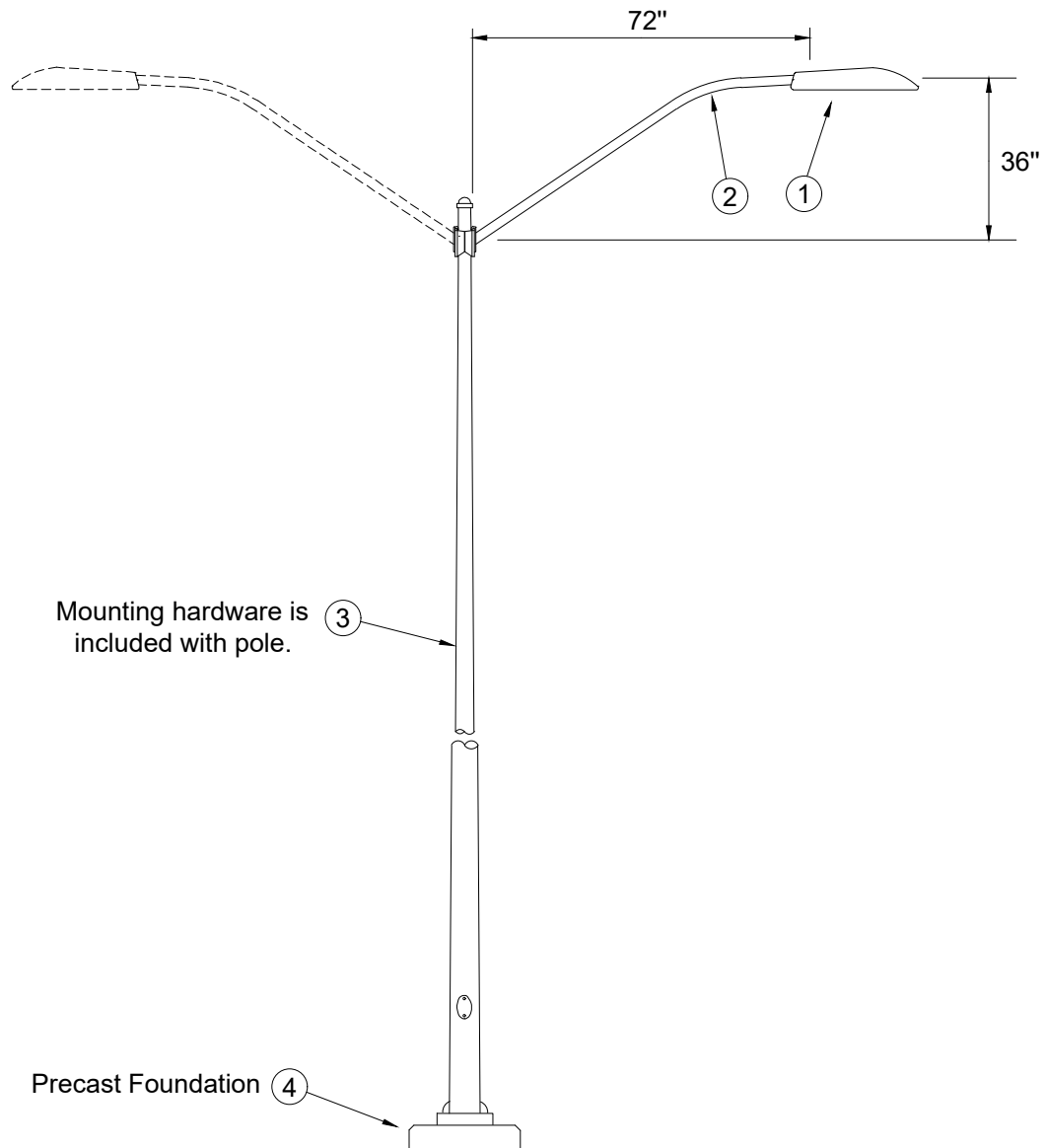
- Notes :**
- A. For use when conductor size and number of terminations warrant.
 - B. H-10 (light vehicular traffic loading).
 - C. Replacement cover TSN is 326507.

Item	Description	TSN/Ref	CU
1	Box, Secondary 12" x 12" x 12"	300306	SLSCB



Cobra Head Luminaire LED Luminaire

213 - 105
04 - 21



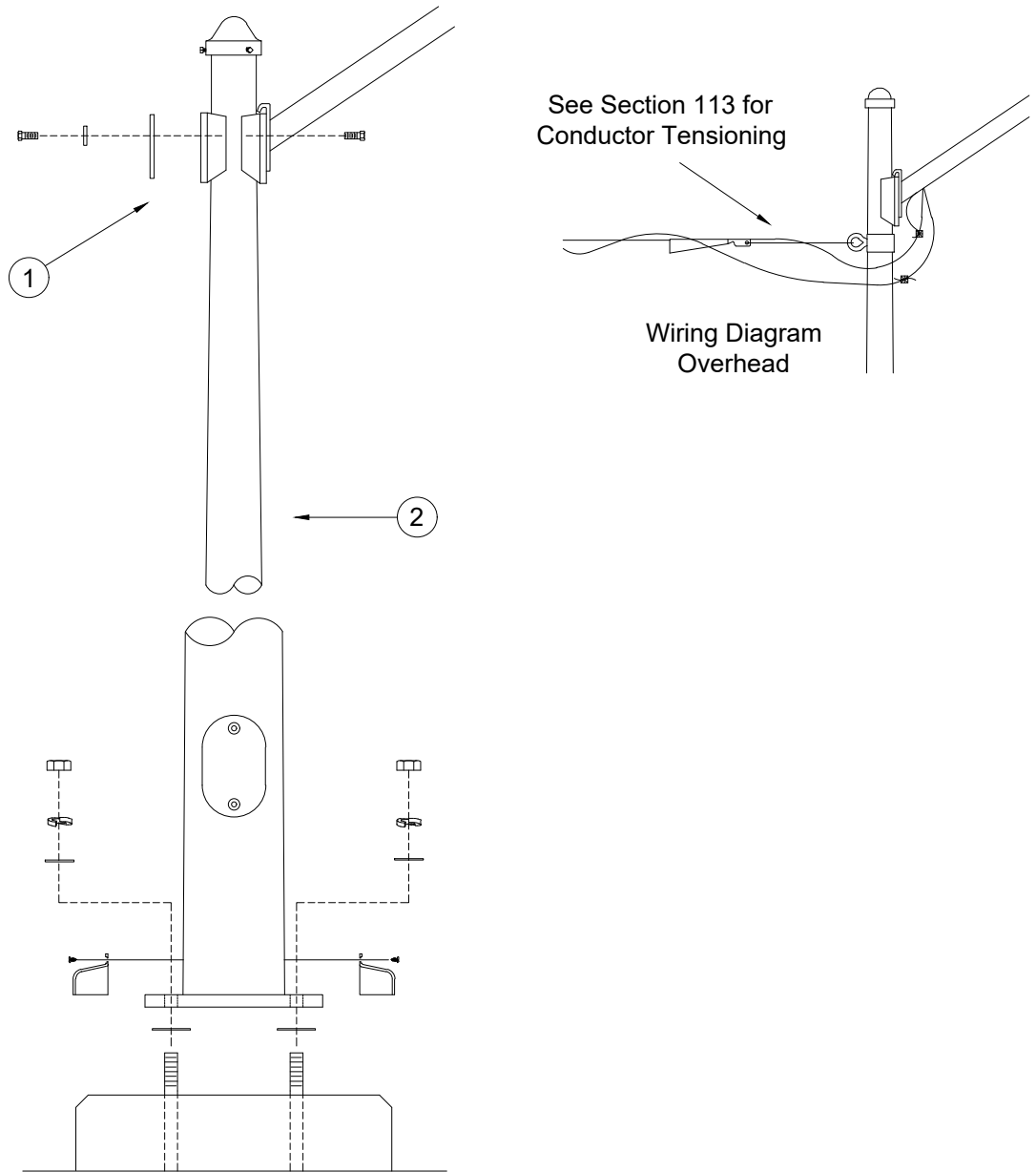
Notes:

A. Photocontrol is included in all LED CUs.

Item	Qty	Description	TSN/Ref	CU
1	0-1	LED, Luminaire, Cobra Head, 0-55 W, Type III, 120-277 V	902644	LEDCH55
1	0-1	LED, Luminaire, Cobra Head, 56-100 W, Type III, 120-277 V	902645	LEDCH100
1	0-1	LED, Luminaire, Cobra Head, 101-140 W, Type III, 120-277 V	902646	LEDCH140
1	0-1	LED, Luminaire, Cobra Head, 141-180 W, Type III, 120-277 V	902647	LEDCH180
1	0-1	LED, Luminaire, Cobra Head, 181-265 W, Type III, 120-277 V	902648	LEDCH265
1	0-1	High Pressure Sodium Luminaire	213-106	
2	1	Bracket, Galvanized Steel	213-107	
3	1	Round Pole, Galvanized Steel, Anchor Base	213-107	
4	1	Precast Foundation	213-108	
5	1	Grounding	213-020	
6	1	Fusing	213-025	

Cobra Head Luminaire Anchor Bolt Steel Pole and Mounting Bracket

213 - 107
04 - 21



Notes:

- A. All mounting hardware is included with each pole CU.
- B. Mounting hardware should only be ordered as needed.
- C. No color variants are offered.

Item	Qty	Description	TSN/Ref	CU
1	1	Bracket, 6' Galvanized Steel	314277	SLB6SP
2	0-1	Round Pole, 25' Galvanized Steel, Anchor Base with Mounting Hardware	313831	SLPR25
2	0-1	Round Pole, 30' Galvanized Steel, Anchor Base with Mounting Hardware	320501	SLPR30
2	0-1	Round Pole, 40' Galvanized Steel, Anchor Base with Mounting Hardware	317817	SLPR40



MEASURES TO MINIMIZE DEEP SEATED SOIL SWELL MOVEMENTS

In order to reduce the risk of excessive upward ground movements caused by soil swelling associated with free water sources, the following measures should be taken during design and construction:

- The use of superior contractors and utility line materials accompanied with Quality Control inspection and testing of all utility line installations.
- Utility under-drains with impervious barriers along the trench bottom may be used as an additional safeguard to minimize post-construction upward movement caused by water percolation into the deeper clay soils.
- Positive drainage should be provided. Surface drainage gradients within 10 feet of the pavement should be constructed with maximum slopes allowed by local codes.
- Rapid repair of any utility leak including water lines, sewer lines, and storm drains.
- Trees and deep rooted shrubs should be located no closer to the pavement than their ultimate mature height (and to greater distances were multiple trees are present and/or when the ground beneath the drip lines are paved) to reduce foundation settlement effects caused by moisture absorption of the root systems. Otherwise, an arborist should be consulted in regards to installing root barriers.
- It is imperative that all cracks and joints in the pavement be sealed and maintained by routine sealing in order to minimize differential pavement deflections caused by soil swelling.
- It is important that porous fill soils (sandy soil) not be used as backfill behind the curbs or as leveling sand below pavements to prevent ponding beneath the pavement or near the curb line.

Attachment "1"

City of Grand Prairie

Check List for Partial & Final Pay Estimates

Project Title: JEFFERSON STREET (CSJ 0918-47-432)

Project Work Order No: BID NO. 26040

Contractor Name: _____

Contractor's Representative: _____

Representative Contact Information: _____

Please check where applicable:

Partial Pay Estimate No. _____

Final Pay Estimate

Updated Construction Schedule

SWPPP Report (____ Not Applicable)

As-built Drawing Update

Proof of current certificate of insurance.

Test Reports (Please Specify Below)

Density and Moisture Tests (____ Not Applicable)

Water Samples (____ Not Applicable)

Pressure Tests (____ Not Applicable)

Concrete Compressive Strength (____ Not Applicable)

TV Inspection (____ Not Applicable)

Submitted by: _____

Date: _____

Reviewed by: _____
(City Inspector) Date

Recommended for Processing

Rejected as noted Above

Attachment 2
INSPECTION REPORT – Erosion Control

DATE: _____ PROJECT FILE NO.: _____

INSPECTOR: _____ TITLE: _____

REASON FOR INSPECTION: 14-day period/ ½” Rain
(Circle one) 7-day period

PROJECT NAME: JEFFERSON STREET (CSJ 0918-47-432)

SITE CONDITIONS:

EROSION AND SEDIMENTATION CONTROLS	IN CONFORMANCE ?	EFFECTIVE ?
Construction Entrance and Exit	YES / NO / NA	YES / NO
Sediment Traps	YES / NO / NA	YES / NO
Rock Filter Dams	YES / NO / NA	YES / NO
Inlet Protection	YES / NO / NA	YES / NO
Stabilization	YES / NO / NA	YES / NO
Silt Fence	YES / NO / NA	YES / NO
Erosion Control Blankets	YES / NO / NA	YES / NO
Hay Bales	YES / NO / NA	YES / NO
Vegetative Buffer Strips	YES / NO / NA	YES / NO
Other	YES / NO / NA	YES / NO

VIOLATIONS NOTED:

RECOMMENDED REMEDIAL ACTIONS:

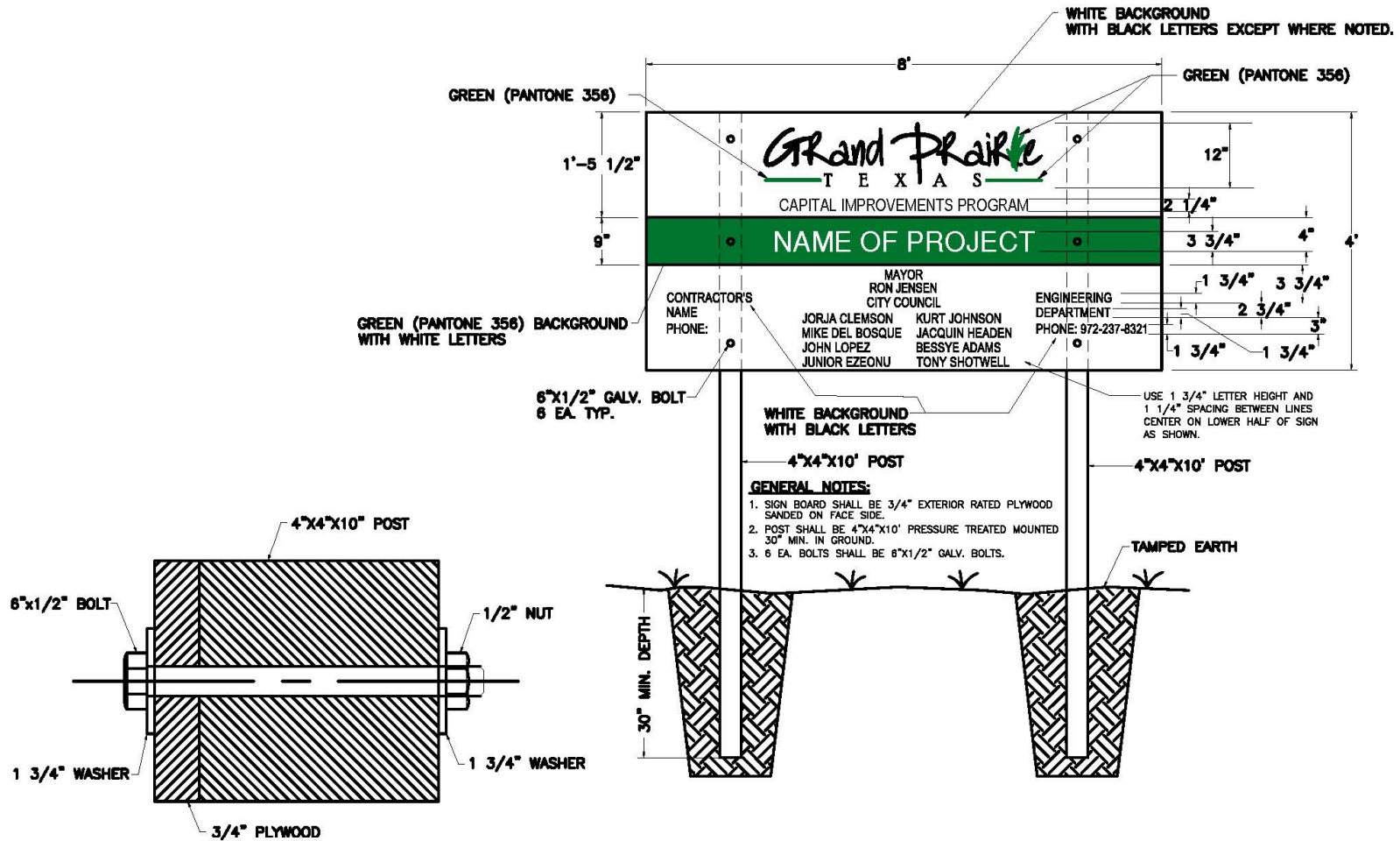
COMMENTS:

“I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”

INSPECTOR: _____ DATE: _____

Signature: _____

COPY: _____



POST X-SECTION

STANDARD CAPITAL IMPROVEMENT PROJECT SIGN DETAIL
ATTACHMENT "3"

SWPPP Notice and Information shall be attached to all CIP Signs Post on separate board with weather protection.

ATTACHMENT "4"



TO: **City Project Manager** _____

FROM: **Inspection Supervisor** _____

DATE: _____

SUBJECT: Change Order Request # _____ Project # _____ Plan # _____

LOCATION: _____ STA: _____

PROJECT NAME: JEFFERSON STREET (CSJ 0918-47-432)

PROJECT CONTRACTOR: _____

Please submit a Change Order for the Following Items:

Reason for Change Order: _____

Inspector: _____

Inspection Supervisor: _____

CC: **City Project Manager**
Senior Financial Analyst

ATTACHMENT "5"



Date: RFI No:	Project Name location:		
To: Aaron Long	Consulting firm or City G.P	(Phone Number)	
cc: Inspection Supervisor , project lead engineering inspector	City of Grand Prairie	(Phone Number)	
From: Contractor/Superintendent name	Contractor	(Phone Number)	

Requests for Information will be addressed within 24-48 hours and contractor will be notified in writing of the decision made or progress underway.

INFORMATION REQUESTED

UTILITY AND LOCATION:

Example: Waterline D Sta. 32 + 30

DRAWING/SPECIFICATION PAGE NO.:

Example: 23

EXISTING CONDITION:

Example: Gas line not shown on plans at south end of bore under road.

STATEMENT OF CONCERN:

Example: Gas line in the way

PROPOSED SOLUTION:

Example: **Extend the bore 5' to the south**

RESPONSE:

Agree with solution. We will prepare a change order

By: _____

CC: **Project Lead Engineering Inspector**
 Inspection Supervisor

NON-COLLUSION STATEMENT

The undersigned 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, and that 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.

Vendor: _____

Address: _____

City, State, Zip Code: _____

Phone: _____

Fax: _____

Authorized Rep. (Name): _____

Signature of Authorized Rep.: _____

Position with Company: _____

E-Mail (if available): _____

EXCEPTIONS (IF ANY) FORM BID SPECIFICATIONS:

Control: 0918-47-432
Project:
Highway: CS (Local Arterial)
County: Dallas

DISADVANTAGED BUSINESS ENTERPRISES REQUIREMENTS

The following goal for disadvantaged business enterprises is established:

DBE: 0%

CHILD SUPPORT STATEMENT

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

State of Texas Child Support Business Ownership Form

County: _____

Project Name: _____

TxDOT CSJ: _____

LG Project Number: _____

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 City of Grand Prairie. 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.

Disclosure of Lobbying Activities

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

1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award	3. Report Type: a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

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 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.

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

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)"
- Reasonable belief that collusion exists among the bidders,
- Reasonable belief that any bidder is interested in more than one proposal for the work contemplated,
- The bidder having a history of filing frequent, excessive and merit less claims, or fraudulent claims, against the OWNER, or against other contractors on a project of the OWNER,
- The bidder having withdrawn a previous bid after the bid was opened, or the bidder failing to enter into a Contract after submitting a bid,
- The bidder or its surety having defaulted on a previous Contract, or the bidder performing poorly on a previous Contract,
- Lack of competency, skill, judgment, financial capability, integrity, reputation, reliability or responsibility to perform the work as revealed by the bid proposal, bid questionnaires, financial statement, performance history or other relevant information obtained by the OWNER,
- Uncompleted work which in the judgment of the OWNER shall prevent or hinder the prompt completion of additional work if awarded,
- Failure of the bidder to submit a bid bond, or submission of a cashier's check drawn on a state or national bank not located in the OWNER'S jurisdictional area; or
- Unbalanced value of any bid items,
- The bidder, its supervisors, or its subcontractors having an unacceptable safety record,
- The bidder, its supervisors, or its subcontractors having misrepresented information in the bid documents including the Bidder's Qualifications or the bidder, its supervisors, or its subcontractors having misrepresented any information on this or past dealings with the OWNER.

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.

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.~~

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

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.~~

Refer to Section 9-5.04 'Partial Payments' in Section 9 'City of Grand Prairie – General Conditions of Agreement'

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 Owner 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.

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

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

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

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

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

10. Assurances Required:

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

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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

1. Minimum wages (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

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

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

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

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

2. Withholding (29 CFR 5.5)

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

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

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

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its 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 any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

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

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

3. Instructions for Certification - Lower Tier Participants:

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

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

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

this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

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

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

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

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

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

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

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

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

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

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

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

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

The wage rates listed herein are those predetermined by the Secretary of Labor and State Statute and listed in the United States Department of Labor's (USDOL) General Decisions dated 01-03-2025 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 01-03-2025.

CLASS. #	CLASSIFICATION DESCRIPTION	ZONE TX02 *(TX20250002)	ZONE TX03 *(TX20250003)	ZONE TX04 *(TX20250004)	ZONE TX05 *(TX20250005)	ZONE TX06 *(TX20250006)	ZONE TX07 *(TX20250007)	ZONE TX08 *(TX20250008)	ZONE TX24 *(TX20250024)	ZONE TX25 *(TX20250025)	ZONE TX27 *(TX20250027)	ZONE TX28 *(TX20250028)	ZONE TX29 *(TX20250029)	ZONE TX30 *(TX20250030)	ZONE TX37 *(TX20250037)	ZONE TX38 *(TX20250038)	ZONE TX42 *(TX20250042)
1428	Agricultural Tractor Operator						\$12.69					\$12.35			\$11.75		
1300	Asphalt Distributor Operator	\$14.87	\$13.48	\$13.88	\$15.72	\$15.58	\$15.55	\$15.72	\$13.28	\$15.32	\$15.62	\$14.36	\$14.25	\$14.03	\$13.75	\$14.06	\$14.40
1303	Asphalt Paving Machine Operator	\$13.40	\$12.25	\$12.35	\$13.87	\$14.05	\$14.36	\$14.20	\$13.26	\$13.99	\$14.68	\$12.92	\$13.44	\$12.53	\$14.00	\$14.32	\$12.99
1106	Asphalt Raker	\$12.28	\$10.61	\$12.02	\$14.21	\$11.65	\$12.12	\$11.64	\$11.44	\$12.69	\$12.05	\$11.34	\$11.67	\$11.40	\$12.59	\$12.36	\$11.78
1112	Batching Plant Operator, Asphalt																
1115	Batching Plant Operator, Concrete																
1214	Blaster																
1615	Boom Truck Operator						\$18.36										
1444	Boring Machine Operator																
1305	Broom or Sweeper Operator	\$11.21	\$10.33	\$10.08	\$11.99		\$11.04	\$11.62		\$11.74	\$11.41	\$10.30		\$10.23	\$10.60	\$12.68	\$11.05
1144	Communications Cable Installer																
1124	Concrete Finisher, Paving and Structures	\$13.55	\$12.46	\$13.16	\$12.85	\$12.64	\$12.56	\$12.77	\$12.44	\$14.12	\$13.04	\$13.38	\$12.64	\$12.80	\$12.79	\$12.98	\$13.32
1318	Concrete Pavement Finishing Machine Operator				\$16.05		\$15.48			\$16.05		\$19.31				\$13.07	
1315	Concrete Paving, Curing, Float, Texturing Machine Operator											\$16.34				\$11.71	
1333	Concrete Saw Operator				\$14.67					\$14.48	\$17.33					\$13.99	
1399	Concrete/Gunite Pump Operator																
1344	Crane Operator, hydraulic 80 tons or less				\$18.22		\$18.36			\$18.12	\$18.04	\$20.21			\$18.63	\$13.86	
1345	Crane Operator, Hydraulic Over 80 Tons																
1342	Crane Operator, Lattice Boom 80 Tons or Less	\$16.82	\$14.39	\$13.85	\$17.27		\$15.87			\$17.27		\$14.67			\$16.42	\$14.97	\$13.87
1343	Crane Operator, Lattice Boom Over 80 Tons				\$20.52		\$19.38			\$20.52		\$17.49			\$25.13	\$15.80	
1306	Crawler Tractor Operator	\$13.96	\$16.63	\$13.62	\$14.26		\$15.67			\$14.07	\$13.15	\$13.38			\$14.60	\$13.68	\$13.50
1351	Crusher or Screen Plant Operator																
1446	Directional Drilling Locator						\$11.67										
1445	Directional Drilling Operator				\$20.32		\$17.24										
1139	Electrician	\$20.96		\$19.87	\$19.80		\$26.35		\$20.27	\$19.80		\$20.92				\$27.11	\$19.87
1347	Excavator Operator, 50,000 pounds or less	\$13.46	\$12.56	\$13.67	\$17.19		\$12.88	\$14.38	\$13.49	\$17.19		\$13.88			\$14.09	\$12.71	\$14.42
1348	Excavator Operator, Over 50,000 pounds		\$15.23	\$13.52	\$17.04		\$17.71			\$16.99	\$18.80	\$16.22				\$14.53	\$13.52
1150	Flagger	\$9.30	\$9.10	\$8.50	\$10.28	\$8.81	\$9.45	\$8.70		\$10.06	\$9.71	\$9.03	\$8.81	\$9.08	\$9.90	\$10.33	\$8.10
1151	Form Builder/Setter, Structures	\$13.52	\$12.30	\$13.38	\$12.91	\$12.71	\$12.87	\$12.38	\$12.26	\$13.84	\$12.98	\$13.07	\$13.61	\$12.82	\$14.73	\$12.23	\$12.25
1160	Form Setter, Paving & Curb	\$12.36	\$12.16	\$13.93	\$11.83	\$10.71	\$12.94			\$13.16	\$12.54	\$11.33	\$10.69		\$13.33	\$12.34	\$13.93
1360	Foundation Drill Operator, Crawler Mounted				\$17.99					\$17.99						\$17.43	
1363	Foundation Drill Operator, Truck Mounted		\$16.86	\$22.05	\$21.51		\$16.93			\$21.07	\$20.20	\$20.76		\$17.54	\$21.39	\$15.89	\$22.05
1369	Front End Loader Operator, 3 CY or Less	\$12.28	\$13.49	\$13.40	\$13.85		\$13.04	\$13.15	\$13.29	\$13.69	\$12.64	\$12.89			\$13.51	\$13.32	\$12.17
1372	Front End Loader Operator, Over 3 CY	\$12.77	\$13.69	\$12.33	\$14.96		\$13.21	\$12.86	\$13.57	\$14.72	\$13.75	\$12.32			\$13.19	\$13.17	\$13.02
1329	Joint Sealer																
1172	Laborer, Common	\$10.30	\$9.86	\$10.08	\$10.51	\$10.71	\$10.50	\$10.24	\$10.58	\$10.72	\$10.45	\$10.30	\$10.25	\$10.03	\$10.54	\$11.02	\$10.15
1175	Laborer, Utility	\$11.80	\$11.53	\$12.70	\$12.17	\$11.81	\$12.27	\$12.11	\$11.33	\$12.32	\$11.80	\$11.53	\$11.23	\$11.50	\$11.95	\$11.73	\$12.37
1346	Loader/Backhoe Operator	\$14.18	\$12.77	\$12.97	\$15.68		\$14.12			\$15.18	\$13.58	\$12.87		\$13.21	\$14.13	\$14.29	\$12.90
1187	Mechanic	\$20.14	\$15.47	\$17.47	\$17.74	\$17.00	\$17.10			\$17.68	\$18.94	\$18.58	\$17.00	\$16.61	\$18.46	\$16.96	\$17.47

CLASS. #	CLASSIFICATION DESCRIPTION	ZONE TX02 *(TX20250002)	ZONE TX03 *(TX20250003)	ZONE TX04 *(TX20250004)	ZONE TX05 *(TX20250005)	ZONE TX06 *(TX20250006)	ZONE TX07 *(TX20250007)	ZONE TX08 *(TX20250008)	ZONE TX24 *(TX20250024)	ZONE TX25 *(TX20240025)	ZONE TX27 *(TX20250027)	ZONE TX28 *(TX20250028)	ZONE TX29 *(TX20250029)	ZONE TX30 *(TX20250030)	ZONE TX37 *(TX20250037)	ZONE TX38 *(TX20250038)	ZONE TX42 *(TX20250042)
1380	Milling Machine Operator Motor Grader Operator,	\$15.54	\$14.64	\$12.22	\$14.29		\$14.18			\$14.32	\$14.35	\$12.86			\$14.75	\$13.53	\$12.80
1390	Fine Grade	\$17.49	\$16.52	\$16.88	\$17.12	\$18.37	\$18.51	\$16.69	\$16.13	\$17.19	\$18.35	\$17.07	\$17.74	\$17.47	\$17.08	\$15.69	\$20.01
1393	Motor Grader Operator, Rough	\$16.15	\$14.62	\$15.83	\$16.20	\$17.07	\$14.63	\$18.50		\$16.02	\$16.44	\$15.12	\$16.85	\$14.47	\$17.39	\$14.23	\$15.53
1413	Off Road Hauler			\$10.08	\$12.26		\$11.88			\$12.25		\$12.23			\$13.00	\$14.60	
1196	Painter, Structures					\$21.29	\$18.34						\$21.29			\$18.62	
1396	Pavement Marking Machine Operator	\$16.42		\$13.10	\$13.55		\$19.17	\$12.01		\$13.63	\$14.60	\$13.17		\$16.65	\$10.54	\$11.18	\$13.10
1443	Percussion or Rotary Drill Operator																
1202	Piledriver															\$14.95	
1205	Pipelayer		\$11.87	\$14.64	\$13.17	\$11.17	\$12.79		\$11.37	\$13.24	\$12.66	\$13.24	\$11.17	\$11.67		\$12.12	\$14.64
1384	Reclaimer/Pulverizer Operator	\$12.85			\$11.90		\$12.88			\$11.01		\$10.46					
1500	Reinforcing Steel Worker	\$13.50	\$14.07	\$17.53	\$16.17		\$14.00			\$16.18	\$12.74	\$15.83		\$17.10		\$15.15	\$17.72
1402	Roller Operator, Asphalt	\$10.95		\$11.96	\$13.29		\$12.78	\$11.61		\$13.08	\$12.36	\$11.68			\$11.71	\$11.95	\$11.50
1405	Roller Operator, Other	\$10.36		\$10.44	\$11.82		\$10.50	\$11.64		\$11.51	\$10.59	\$10.30		\$12.04	\$12.85	\$11.57	\$10.66
1411	Scraper Operator	\$10.61	\$11.07	\$10.85	\$12.88		\$12.27		\$11.12	\$12.96	\$11.88	\$12.43		\$11.22	\$13.95	\$13.47	\$10.89
1417	Self-Propelled Hammer Operator																
1194	Servicer	\$13.98	\$12.34	\$14.11	\$14.74		\$14.51	\$15.56	\$13.44	\$14.58	\$14.31	\$13.83		\$12.43	\$13.72	\$13.97	\$14.11
1513	Sign Erector																
1708	Slurry Seal or Micro-Surfacing Machine Operator																
1341	Small Slipform Machine Operator									\$15.96							
1515	Spreader Box Operator	\$12.60		\$13.12	\$14.71		\$14.04			\$14.73	\$13.84	\$13.68		\$13.45	\$11.83	\$13.58	\$14.05
1705	Structural Steel Welder															\$12.85	
1509	Structural Steel Worker						\$19.29									\$14.39	
1339	Subgrade Trimmer																
1143	Telecommunication Technician																
1145	Traffic Signal/Light Pole Worker						\$16.00										
1440	Trenching Machine Operator, Heavy						\$18.48										
1437	Trenching Machine Operator, Light																
1609	Truck Driver Lowboy-Float	\$14.46	\$13.63	\$13.41	\$15.00	\$15.93	\$15.66			\$16.24	\$16.39	\$14.30	\$16.62	\$15.63	\$14.28	\$16.03	\$13.41
1612	Truck Driver Transit-Mix				\$14.14					\$14.14							
1600	Truck Driver, Single Axle	\$12.74	\$10.82	\$10.75	\$13.04	\$11.61	\$11.79	\$13.53	\$13.16	\$12.31	\$13.40	\$10.30	\$11.61		\$11.97	\$11.46	\$10.75
1606	Truck Driver, Single or Tandem Axle Dump Truck	\$11.33	\$14.53	\$11.95	\$12.95		\$11.68		\$14.06	\$12.62	\$11.45	\$12.28		\$13.08	\$11.68	\$11.48	\$11.10
1607	Truck Driver, Tandem Axle Tractor with Semi Trailer	\$12.49	\$12.12	\$12.50	\$13.42		\$12.81	\$13.16		\$12.86	\$16.22	\$12.50			\$13.80	\$12.27	\$12.50
1441	Tunneling Machine Operator, Heavy																
1442	Tunneling Machine Operator, Light																
1706	Welder		\$14.02		\$14.86		\$15.97		\$13.74	\$14.84					\$13.78		
1520	Work Zone Barricade Servicer	\$10.30	\$12.88	\$11.46	\$11.70	\$11.57	\$11.85	\$10.77		\$11.68	\$12.20	\$11.22	\$11.51	\$12.96	\$10.54	\$11.67	\$11.76

Notes:

*Represents the USDOL wage decision.

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

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

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

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

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
Special Provision	Disadvantaged Business Enterprise 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.

Special Provision to Item 000

Schedule of Liquidated Damages



The dollar amount of daily contract administration Liquidated Damages per Working Day is \$500.

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 to Item 000

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

1. GENERAL

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

2. GOALS

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

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

Goals for minority participation in each trade, %	Goals for female participation in each trade, %
See Table 1	6.9

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

2.4. A Contractor or subcontractor will be considered in compliance with these provisions by participation in the Texas Highway-Heavy Branch, AGC, Statewide Training and Affirmative Action Plan. Provided that each Contractor or subcontractor participating in this plan must individually comply with the equal opportunity clause set forth in 41 CFR 60-1.4 and must make a good faith effort to achieve the goals set forth for each participating trade in the plan in which it has employees. The overall good performance of other Contractors and subcontractors toward a goal in an approved plan does not excuse any covered Contractor's or subcontractor's failure to make good faith efforts to achieve the goals contained in these provisions. Contractors or subcontractors participating in the plan must be able to demonstrate their participation and document their compliance with the provisions of this Plan.

3. SUBCONTRACTING

The Contractor must provide written notification to the Owner within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the Contract resulting from this solicitation pending concurrence of the Owner in the award. The notification will list the names,

address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the Contract is to be performed.

4. COVERED AREA

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

5. REPORTS

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

Table 1
Goals for Minority Participation

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

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

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

Special Provision to Item 000

Standard Federal Equal Employment Opportunity Construction Contract Specifications

(Executive Order 11246)

1. GENERAL

1.1. As used in these specifications:

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

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

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

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

Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

- 1.5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women will excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- 1.6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
- 1.7. The Contractor will take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications will be based upon its effort to achieve maximum results from its actions. The Contractor will document these efforts fully, and will implement affirmative action steps at least as extensive as the following:
 - 1.7.1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor will specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - 1.7.2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - 1.7.3. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this will be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
 - 1.7.4. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral Process has impeded the Contractor's efforts to meet its obligations.
 - 1.7.5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the U.S. Department of Labor. The Contractor will provide notice of these programs to the sources compiled under 7b above.
 - 1.7.6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and Collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - 1.7.7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other

employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., before the initiation of construction work at any job site. A written record must be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

- 1.7.8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- 1.7.9. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month before the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor will send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- 1.7.10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
- 1.7.11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- 1.7.12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- 1.7.13. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- 1.7.14. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities will be provided to assure privacy between the sexes.
- 1.7.15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- 1.7.16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- 1.8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (Section 7.1. through Section 7.16.). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Section 7.1. through Section 7.16. of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation will not be a defense for the Contractor's noncompliance.
- 1.9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor

may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

- 1.10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- 1.11. The Contractor will not enter into any Subcontract with any person or firm debarred from Government Contracts pursuant to Executive Order 11246.
- 1.12. The Contractor will carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties will be in violation of these specifications and Executive Order 11246, as amended.
- 1.13. The Contractor, in fulfilling its obligations under these specifications, will implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director will proceed in accordance with 41 CFR 60-4.8.
- 1.14. The Contractor will designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records must at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records must be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
- 1.15. Nothing herein provided will 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 (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
- 1.16. In addition to the reporting requirements set forth elsewhere in this Contract, the Contractor and the subcontractors holding subcontracts, not including material suppliers, of \$10,000 or more, will submit for every month of July during which work is performed, employment data as contained under Form PR 1391 (Appendix C to 23 CFR, Part 230), and in accordance with the included instructions.

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

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 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.

- 1.1.1. **Materials Excluded from Buy America.** Excluded Materials mean cement and cementitious material; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. Excluded Materials do not require domestic sourcing or Buy America certification. In addition, mixtures of concrete or asphalt delivered to a job site without final form for incorporation into a project are not a manufactured product and are considered excluded.

- 1.1.2. **Iron or Steel Product.** Iron or steel products means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both. For iron or steel products that are wholly or predominantly iron or steel, all manufacturing of the iron or steel must occur in the United States.

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

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

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

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

- non-ferrous metals,
- plastic and polymer-based products (including polyvinyl chloride, composite building materials, and polymers used in fiber optic cables),

- glass (including optic glass),
- fiber optic cable (including drop cable),
- optical fiber,
- lumber,
- engineered wood, or
- drywall.

For construction materials, submit a Construction Material Buy America Certification Form (Department Form 2806) for verification of compliance that all manufacturing processes, as required, occurred in the United States. Each construction material has specific certification requirements stated below. Provide additional documentation as requested.

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

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

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

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

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

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

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

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

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

Manufactured products do not require Buy America certification except for categories described below.

- 1.1.3.1. **Precast Concrete products** classified as a manufactured product (not predominantly of iron and steel) require iron or steel components to comply with Buy America requirements as stated in Section 6.1.1.2 Iron or Steel Product.

- 1.1.3.2. **Intelligent Transportation Systems and other electronic hardware systems** classified as a manufactured product require iron or steel cabinets or other enclosures of such systems to comply with Buy America requirements as stated in Section 6.1.1.2 Iron or Steel Products.
- 1.1.3.3. **Component** means an article, material, or supply, whether manufactured or unmanufactured, incorporated directly into a manufactured product or where applicable, an iron or steel product.
- 1.1.4. **Buy America Exceptions.** Use of iron or steel products, construction materials, and manufactured products manufactured in the United States is required unless the material meets an exception below.
- A waiver exists exempting the material from Buy America compliance.
 - The total value of the non-compliant products (other than iron or steel products) is no more than the lesser of \$1,000,000 or 5% of Total Applicable Costs for the project. Total Applicable Cost means the actual cost of all materials requiring Buy America compliance including iron, steel, or other materials that are within the scope of existing waivers. Contractor must provide documentation showing under threshold in advance for Engineer's consideration.
 - The total value of foreign iron or steel products, including delivery, does not exceed 0.1% of the total Contract cost or \$2,500, whichever is greater. The Contractor must provide documentation showing under threshold in advance for the Engineer's consideration.
 - Foreign iron or steel products may be allowed when the Contract contains an alternate item for a foreign source iron or steel product and the Contract is awarded based on the alternate item.
 - The materials are temporarily installed or are supplies, tools, and equipment not incorporated into the project. Temporarily installed means the materials and products must be removed at the end of the project or may be removed at the Contractor's convenience with the Engineer's approval.

Special Provision to Item 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 × 4 in. boards. Furnish hardwood posts with a minimum cross-section of 1-1/2 × 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 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.

Item 500: Drill Shaft (RDWY ILL POLE)(24 IN)

The provisions of TxDOT Item 416, “Drill Shaft Foundation” shall apply except as modified or clarified below:

- A. Contractor shall follow the requirements set forth in the Oncor Customer Installed Civil Agreement. Foundation type, size, depth shall be per details and guidance noted in the agreement.
- B. Poles will be provided and installed by Oncor upon completion of foundation, conduit, and pull box installation.
- C. The Contractor shall have Oncor inspect any items related to illumination for acceptance/approval. Any items not approved by Oncor shall be removed and replaced at the cost of the contractor.
- D. Contractor shall ensure bolt placement, conduit placement, and all other details of the drill shaft foundation follow Oncor guidance in the Customer Installed Civil Agreement.

Measurement and payment for this item shall include all materials, equipment, labor, tools, and incidentals necessary to complete the work.

Payment for this bid item shall be paid for at the per Linear Foot price bid for “Drill Shaft Foundation.”

Item 501 & 504: Conduit (PVC)(SCH 40)(2”) & Conduit (PVC)(SCH 40)(2”)(BORE)

The provisions of TxDOT Item 618, “Conduit” shall apply except as modified or clarified below:

- A. Contractor shall follow the requirements set forth in the Oncor Customer Installed Civil Agreement. Conduit size, material, and placement guidelines.
- B. Conduit shall be installed by open cut along median. Conduit shall be installed by bore that cross traffic lanes.
- C. The Contractor shall have Oncor inspect any items related to illumination for acceptance/approval. Any items not approved by Oncor shall be removed and replaced at the cost of the contractor.
- D. Contractor shall ensure conduit placement, conduit connections, and all other details of the conduit install follow Oncor guidance in the Customer Installed Civil Agreement.

Measurement and payment for this item shall include all materials, equipment, labor, tools, and incidentals necessary to complete the work.

Payment for this bid item shall be paid for at the per Linear Foot price bid for “Conduit.”

Item 502: Ground Box

The provisions of TxDOT Item 624, “Ground Box” shall apply except as modified or clarified below:

- A. Contractor shall follow the requirements set forth in the Oncor Customer Installed Civil Agreement. Box size, material, and placement guidelines.
- B. Boxes shall be installed as shown on the plans.
- C. The Contractor shall have Oncor inspect any items related to illumination for acceptance/approval. Any items not approved by Oncor shall be removed and replaced at the cost of the contractor.
- D. Contractor shall ensure box placement, box connections, and all other details of the box install follow Oncor guidance in the Customer Installed Civil Agreement.

Measurement and payment for this item shall include all materials, equipment, labor, tools, and incidentals necessary to complete the work.

Payment for this bid item shall be paid for at the per Each price bid for “Ground Box.”

Item 503: Relocate Illumination

The provisions of TxDOT Item 610, “Roadway Illumination Assemblies” shall apply except as modified or clarified below:

- A. Contractor shall follow the requirements set forth in the Oncor Customer Installed Civil Agreement.
- B. Pole relocation shall be installed as shown on the plans. Existing pole shall be salvaged for reinstallation.
- C. The Contractor shall have Oncor inspect any items related to illumination for acceptance/approval. Any items not approved by Oncor shall be removed and replaced at the cost of the contractor.
- D. Contractor shall ensure pole placement, pole connections, and all other details of the pole relocation follow Oncor guidance in the Customer Installed Civil Agreement.

Measurement and payment for this item shall include all materials, equipment, labor, tools, and incidentals necessary to complete the work.

Payment for this bid item shall be paid for at the per Each price bid for “Relocate Illumination.”

Item 808: Trash Receptacle

The following work shall be performed under this Bid Item:

- A. Contractor is responsible for providing trash receptacles, as necessary, for the proper disposal of waste created by construction related activities.
- B. Trash receptacles shall be maintained and regularly checked and emptied during the entire length of the project.
- C. Trash receptacles shall be provided on the job site prior to any construction activities and shall be removed from the job site upon final completion approval.
- D. Any additional trash receptacles needed, shall be subsidiary to this bid item.

Measurement and payment for this item shall include all materials, equipment, labor, tools, and incidentals necessary to complete the work.

Payment for this bid item shall be paid for at the per Each price bid for “Trash Receptacle.”

Item 809: Concrete Truck Washout Area(s)

The following work shall be performed under this Bid Item:

- A. Contractor is responsible providing concrete washout areas, as necessary, for the proper disposal of concrete waste created by construction related activities.
- B. Concrete washout areas shall be provided on the job site prior to any construction activities and shall be removed from the job site upon final completion approval.
- C. Refer to plans for guidance on placement, however, Contractor may place as needed during each phase of construction. Concrete washout areas shall be maintained and regularly checked and disposed of during the entire length of the project.
- D. Washout areas need to be installed within City ROW and not in any location that will hinder access or accessibility.

Measurement and payment for this item shall include all materials, equipment, labor, tools, and incidentals necessary to complete the work.

Payment for this bid item shall be paid for at the per Each price bid for “Concrete Truck Washout Area.”

Item 725: Yellow Nose Median Paint

The provisions of TxDOT Item 666, “Retroreflectorized Pavement Markings” shall apply except as modified or clarified below:

- A. Refer to Signage and Striping Plans and Construction Details for location of median noses. All median noses within the project limits shall be painted.
- B. Contractor shall use yellow traffic paint that follows TxDOT DMS-8200.
- C. Any preparation need for installation of pavement marking shall adhere to TxDOT item 678.

Measurement and payment for this item shall include all maintenance materials, labor, tools, equipment, and incidentals necessary to complete the work.

Payment for this bid item shall be paid for at the square yard price bid for “Yellow Nose Median Paint”