

| | |
|---------|-----------------|
| Control | 6389-42-001 |
| Project | RMC - 638942001 |
| Highway | US0290 |
| County | WALLER |

ADDENDUM ACKNOWLEDGMENT

Each bidder is required to acknowledge receipt of an addendum issued for a specific project. This page is provided for the purpose of acknowledging an addendum.

FAILURE TO ACKNOWLEDGE RECEIPT OF AN ADDENDUM WILL RESULT IN THE BID NOT BEING READ.

In order to properly acknowledge an addendum place a mark in the box next to the respective addendum.

- ADDENDUM NO. 1
- ADDENDUM NO. 2
- ADDENDUM NO. 3
- ADDENDUM NO. 4
- ADDENDUM NO. 5

In addition, the bidder by affixing their signature to the signature page of the proposal is acknowledging that they have taken the addendum(s) into consideration when preparing their bid and that the information contained in the addendum will be included in the contract, if awarded by the Commission or other designees.

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PROPOSAL TO THE TEXAS TRANSPORTATION COMMISSION

2014 SPECIFICATIONS

WORK CONSISTING OF GUARDRAIL REPAIR WALLER COUNTY, TEXAS

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

This project is to be completed in 730 calendar days and will be accepted when fully completed and finished to the satisfaction of the Executive Director or designee.

Provide a proposal guaranty in the form of a Cashier's Check, Teller's Check (including an Official Check) or Bank Money Order on a State or National Bank or Savings and Loan Association, or State or Federally chartered Credit Union made payable to the Texas Transportation Commission in the following amount:

SIX THOUSAND (Dollars) (\$6,000)

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

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

By signing the proposal the bidder certifies:

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

• **Signed: ****

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

Print Name:

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

Title:

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

Company:

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

- Signatures to comply with Item 2 of the specifications.

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

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

NOTICE TO CONTRACTORS

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

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

TEXAS DEPARTMENT OF TRANSPORTATION

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS,

That we, (Contractor Name) _____

Hereinafter called the Principal, and (Surety Name) _____

a corporation or firm duly authorized to transact surety business in the State of Texas, hereinafter called the Surety, are held and firmly bound unto the Texas Department of Transportation, hereinafter called the Oblige, in the sum of not less than two percent (2%) of the department's engineer's estimate, rounded to the nearest one thousand dollars, not to exceed one hundred thousand dollars (\$100,000) as a proposal guaranty (amount displayed on the cover of the proposal), the payment of which sum will and truly be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for the following project identified as:

| | |
|----------------|------------------------|
| Control | 6389-42-001 |
| Project | RMC - 638942001 |
| Highway | US0290 |
| County | WALLER |

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

Signed this _____ Day of _____ 20_____

By: _____
(Contractor/Principal Name)

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

*By: _____
(Surety Name)

(Signature of Attorney-in-Fact)

Impressed
Surety Seal
Only

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

This form may be removed from the proposal.

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BIDDER'S CHECK RETURN

IMPORTANT

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

NOTE

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

RETURN BIDDERS CHECK TO (PLEASE PRINT):

| |
|--|
| |
| |
| |

| | |
|----------------|------------------------|
| Control | 6389-42-001 |
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| Highway | US0290 |
| County | WALLER |

IMPORTANT

PLEASE RETURN THIS SHEET IN ITS ENTIRETY

Please acknowledge receipt of this check(s) at your earliest convenience by signing below in longhand, in ink, and returning this acknowledgement in the enclosed self addressed envelope.

Check Received By: _____ Date: _____

Title: _____

For (Contractor's Name): _____

Project _____ County _____

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NOTICE TO THE BIDDER

In the space provided below, please enter your total bid amount for this project. Only this figure will be read publicly by the Department at the public bid opening.

It is understood and agreed by the bidder in signing this proposal that the total bid amount entered below is not binding on either the bidder or the Department. It is further agreed that **the official total bid amount for this proposal will be determined by multiplying the unit bid prices for each pay item by the respective estimated quantities shown in this proposal and then totaling all of the extended amounts.**

\$ _____
Total Bid Amount

Control 0001-03-030
 Project STP 2000(938)HES
 Highway SH 20
 County EL PASO

| ALT | ITEM | DESC | SP | Bid Item Description | Unit | Quantity | Bid Price | Amount | Seq |
|-----|------|------|----|----------------------|------|----------|------------------|------------|-----|
| | I04 | 509 | X | REMOV CONC (SDWLK) | MSY | 266.400 | \$10.000 | \$2,664.00 | 1 |
| | | | | | | | Total Bid Amount | \$2,664.00 | |

Signed _____
 Title _____
 Date _____

Additional Signature for Joint Venture:

Signed _____
 Title _____
 Date _____

EXAMPLE OF BID PRICES SUBMITTED BY COMPUTER PRINTOUT

EXAMPLE

EXAMPLE

EXAMPLE

EXAMPLE

EXAMPLES

BID PRICES SUBMITTED BY HAND WRITTEN FORMAT

| ALT | ITEM-CODE | | | UNIT BID PRICE <u>ONLY</u> WRITTEN IN WORDS | UNIT | APPROX QUANTITIES | DEPT USE ONLY |
|-----|------------|------------|-------------|---|------|----------------------|---------------------|
| | ITEM NO | DESC NO | S.P. NO. | | | | |
| | 190 | 026 | | RED OAK 1 1/2 - 1 3/4 GAL BB  | EA | 9.000 | 1 |

Unit price for each plant in place

| | | | | | | | |
|--|-----|-----|--|--|-----|-----------|----|
| | 249 | 014 | | FLEX BASE(DEL)(DENSOT)(TY A GR4 CL2)  | TON | 56,787.00 | 14 |
|--|-----|-----|--|--|-----|-----------|----|

Unit price for each ton of Flexible Base

| | | | | | | | |
|--|-----|-----|-----|---|----|--------|----|
| | 430 | 001 | 001 | CL A CONC FOR EXT STR (CULV)  | CY | 45.000 | 27 |
|--|-----|-----|-----|---|----|--------|----|

Unit price for each cubic yard of Concrete

| | | | | | | | |
|--|-----|-----|-----|--|----|--------|---|
| | 610 | 007 | 001 | RDWY ILL ASSEM(TY ST 50T-8-8)(.4 KW)S  | EA | 13.000 | 7 |
|--|-----|-----|-----|--|----|--------|---|

Unit price of each Roadway Illumination Assembly

EXAMPLE

EXAMPLE

EXAMPLE

EXAMPLE

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| ALT | ITEM-CODE | | | UNIT BID PRICE ONLY. WRITTEN IN WORDS | UNIT | APPROX QUANTITIES | DEPT USE ONLY |
|-----|------------|--------------|-------------|---|------|----------------------|---------------------|
| | ITEM NO | DESC CODE | S.P. NO. | | | | |
| | 104 | 6054 | | REMOVING CONCRETE(MOW STRIP) DOLLARS and CENTS | LF | 450.000 | 1 |
| | 429 | 6007 | | CONC STR REPAIR (VERTICAL & OVER- HEAD) DOLLARS and CENTS | SF | 40.000 | 2 |
| | 429 | 6009 | | CONC STR REPAIR (STANDARD) DOLLARS and CENTS | SF | 40.000 | 3 |
| | 432 | 6045 | | RIPRAP (MOW STRIP)(4 IN) DOLLARS and CENTS | CY | 20.000 | 4 |
| | 500 | 6033 | | MOBILIZATION (CALLOUT) DOLLARS and CENTS | EA | 60.000 | 5 |
| | 500 | 6034 | | MOBILIZATION (EMERGENCY) DOLLARS and CENTS | EA | 4.000 | 6 |
| | 512 | 6063 | | PORT CTB (MOVE) (SAFETY SH) (TY 2) DOLLARS and CENTS | LF | 150.000 | 7 |
| | 512 | 6064 | | PORT CTB (REMOVE) (SAFETY SH) (TY 2) DOLLARS and CENTS | LF | 60.000 | 8 |
| | 540 | 6001 | 001 | MTL W-BEAM GD FEN (TIM POST) DOLLARS and CENTS | LF | 500.000 | 9 |
| | 540 | 6002 | 001 | MTL W-BEAM GD FEN (STEEL POST) DOLLARS and CENTS | LF | 125.000 | 10 |
| | 540 | 6006 | 001 | MTL BEAM GD FEN TRANS (THRIE-BEAM) DOLLARS and CENTS | EA | 2.000 | 11 |

| ALT | ITEM-CODE | | | UNIT BID PRICE ONLY. WRITTEN IN WORDS | UNIT | APPROX QUANTITIES | DEPT USE ONLY |
|-----|------------|--------------|-------------|--|------|----------------------|---------------------|
| | ITEM NO | DESC CODE | S.P. NO. | | | | |
| | 540 | 6016 | 001 | DOWNSTREAM ANCHOR TERMINAL SECTION DOLLARS and CENTS | EA | 2.000 | 12 |
| | 542 | 6001 | | REMOVE METAL BEAM GUARD FENCE DOLLARS and CENTS | LF | 1,000.000 | 13 |
| | 544 | 6001 | | GUARDRAIL END TREATMENT (INSTALL) DOLLARS and CENTS | EA | 16.000 | 14 |
| | 770 | 6001 | | REPAIR RAIL ELEMENT (W - BEAM) DOLLARS and CENTS | LF | 2,000.000 | 15 |
| | 770 | 6002 | | REPAIR RAIL ELEMENT (THRIE - BEAM) DOLLARS and CENTS | LF | 25.000 | 16 |
| | 770 | 6003 | | REP RAIL ELMNT(THRIE-BM TRANS TO W - BM) DOLLARS and CENTS | LF | 50.000 | 17 |
| | 770 | 6011 | | REM / REPL TIMBER / STL POST W/CONC FND DOLLARS and CENTS | EA | 400.000 | 18 |
| | 770 | 6016 | | REPAIR STEEL POST WITH BASE PLATE DOLLARS and CENTS | EA | 12.000 | 19 |
| | 770 | 6017 | | REALIGN POSTS DOLLARS and CENTS | EA | 80.000 | 20 |
| | 770 | 6019 | | REMOVE & REPLACE BLOCKOUT DOLLARS and CENTS | EA | 100.000 | 21 |
| | 770 | 6021 | | REPLACE SINGLE GDRAIL TERMINAL RAIL DOLLARS and CENTS | LF | 1,500.000 | 22 |

| ALT | ITEM-CODE | | | UNIT BID PRICE ONLY. WRITTEN IN WORDS | UNIT | APPROX QUANTITIES | DEPT USE ONLY |
|-----|------------|--------------|-------------|---|------|----------------------|---------------------|
| | ITEM NO | DESC CODE | S.P. NO. | | | | |
| | 770 | 6022 | | REPLACE SINGLE GDRAIL TERMINAL POST DOLLARS and CENTS | EA | 130.000 | 23 |
| | 770 | 6024 | | REPLACE TERMINAL ANCHOR POSTS DOLLARS and CENTS | EA | 4.000 | 24 |
| | 770 | 6028 | | REPL SINGLE GDRAIL TERM IMPACT HEAD DOLLARS and CENTS | EA | 50.000 | 25 |
| | 770 | 6030 | | REPLACE SGT CABLE ASSEMBLY DOLLARS and CENTS | EA | 60.000 | 26 |
| | 770 | 6031 | | REPLACE SGT CABLE ANCHOR DOLLARS and CENTS | EA | 60.000 | 27 |
| | 770 | 6032 | | REPLACE SGT STRUT DOLLARS and CENTS | EA | 60.000 | 28 |
| | 770 | 6033 | | REPLACE SGT OBJECT MARKER DOLLARS and CENTS | EA | 60.000 | 29 |
| | 770 | 6037 | | REPAIR RAIL ELEMENT (CURVED RAIL)(FURN) DOLLARS and CENTS | LF | 50.000 | 30 |
| | 771 | 6002 | | REPLACE POSTS (TL-4) DOLLARS and CENTS | EA | 30.000 | 31 |
| | 771 | 6004 | | CABLE SPLICE / TURNBUCKLE (TL-4) DOLLARS and CENTS | EA | 4.000 | 32 |
| | 771 | 6006 | | REPAIR CONCRETE FOUNDATION (TL-4) DOLLARS and CENTS | EA | 5.000 | 33 |
| | 771 | 6008 | | REPR OR REPLC CABLE BARR TERM SEC(TL-4) DOLLARS and CENTS | EA | 4.000 | 34 |

| ALT | ITEM-CODE | | | UNIT BID PRICE ONLY. WRITTEN IN WORDS | UNIT | APPROX QUANTITIES | DEPT USE ONLY |
|-----|------------|--------------|-------------|--|------|----------------------|---------------------|
| | ITEM NO | DESC CODE | S.P. NO. | | | | |
| | 771 | 6010 | | REPLACE CABLE (TL-4) DOLLARS and CENTS | LF | 250.000 | 35 |
| | 771 | 6011 | | CHECK / RE-TENSION CABLE DOLLARS and CENTS | EA | 6.000 | 36 |
| | 772 | 6005 | | POST AND CABLE FENCE(REMV / REPL POSTS) DOLLARS and CENTS | EA | 5.000 | 37 |
| | 772 | 6006 | | POST AND CABLE FENCE(RMV/REPL CNC ANCH) DOLLARS and CENTS | EA | 2.000 | 38 |
| | 772 | 6007 | | POST AND CABLE FENCE (REMV/ REPL CABLE) DOLLARS and CENTS | LF | 50.000 | 39 |
| | 774 | 6059 | | REPAIR (TRACC) (BAY) DOLLARS and CENTS | EA | 2.000 | 40 |
| | 776 | 6002 | | REP (CONC PARAPETW/STL POST/RAIL- T4(S)) DOLLARS and CENTS | LF | 25.000 | 41 |
| | 776 | 6012 | | REP METAL POST W/ BASE PLATE(T4(S)RAIL) DOLLARS and CENTS | EA | 10.000 | 42 |
| | 776 | 6033 | | REPAIR TY (T4 (S) RAIL) DOLLARS and CENTS | LF | 25.000 | 43 |
| | 6185 | 6002 | 002 | TMA (STATIONARY) DOLLARS and CENTS | DAY | 70.000 | 44 |

CERTIFICATION OF INTEREST IN OTHER BID PROPOSALS FOR THIS WORK

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

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

_____ YES

_____ NO

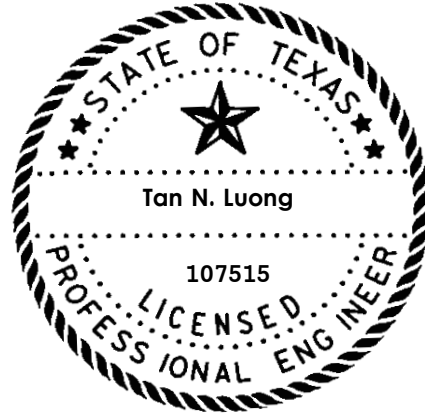
- B. If this proposal is the low bid, the bidder agrees to provide the following information prior to award of the contract.

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

ENGINEER SEAL

Control 6389-42-001
Project RMC - 638942001
Highway US0290
County WALLER

The enclosed Texas Department of Transportation Specifications, Special Specifications, Special Provisions, General Notes and Specification Data in this document have been selected by me, or under my responsible supervision as being applicable to this project. Alteration of a sealed document without proper notification to the responsible engineer is an offense under the Texas Engineering Practice Act.



The seal appearing on this document was authorized by
Tan N. Luong, P.E.
OCTOBER 22, 2021

GENERAL NOTES:

Supervision:

All work will be scheduled and directed by, and request for payment addressed to:

Martin Seets
Waller Area Maintenance Supervisor
400 FM 1488
Hempstead, Texas 77445
(979) 921-2400

General:

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

Carlos Zepeda
E-mail: Carlos.Zepeda@txdot.gov

Daniel Dvorak
E-mail: Daniel.Dvorak@txdot.gov

Contractor questions will be accepted through email, phone, and in person by the above individuals. All contractor questions will be reviewed by the Area Engineer or Assistant Area Engineer. Once a response is developed, it will be posted to TxDOT's Public FTP at the following address:

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

Questions submitted that generate a response will be posted through this site. The site is organized by District, Project Type (Construction or Maintenance), Letting Date, and CCSJ/Project Name.

This is a Routine Maintenance Non-Site-Specific Call-Out contract.

The Contractor will begin call out work within the required time for each work order. Work orders are expected to be completed per the contract plans within the number of days allowed for each work order. All call out work orders will have a begin date and number of working days. The Contractor will begin work within 48 hours of notification for routine call outs, unless otherwise approved by the Engineer. Work will be completed within the required number of working days. The Contractor will begin work within 4 hours of notification for emergency call outs and complete within 48 hours, unless otherwise approved by the Engineer. Failure to begin

work within the required time and proceed to completion within the required time will result in the assessment of liquidated damages

Perform work on an as needed basis where directed.

Work orders will be issued for no less than \$1000.00.

The following standard detail sheets are modified:

Modified Standards

TCP (1-2)-18 (MOD)

TCP (2-2)-18 (MOD)

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

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

Notify the Department by 7:30 a.m. when scheduled work is cancelled for any reason.

Provide one crew 7 days a week, 24 hours a day for the duration of the contract.

Furnish a welding unit, cutting torch, with a competent operator, each day of work.

Work will not be permitted when impending bad weather or low temperatures may impair the quality of work.

Unless otherwise shown on the plans, RAP generated by this project will become the property of the Contractor for use in the current construction project or in future projects.

Tolls incurred by the Contractor are incidental to the various bid items.

Procure permits and licenses, which are to be issued by the City, County, or Municipal Utility District.

These standards listed below are only to be used for the repair of existing installations of these devices. These standards are not to be used for the new installation of these devices.

REACT(N)-16, TRACC(N)-16, HEART-16, QUAD(W)-17, RAIL TYPE T6, RAIL TYPE T4 (A), RAIL TYPE T4(S), RAIL PR11, SGT (8)-14, SGT (8) H-14, SGT(9S)28-1

General: Site Management

Do not mix or store materials, or store or repair equipment, on top of concrete pavement or bridge decks unless authorized by the Engineer. Permission will be granted to store materials on surfaces if no damage or discoloration will result.

Personal vehicles of employees must not be parked within the right of way, including sections closed to public traffic. Employees may park on the right of way at the contractor’s office, equipment and materials storage yard sites.

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

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

Tricycle Type

- Wayne Series 900
- Elgin White Wing
- Elgin Pelican

Truck Type - 4 Wheel

- M-B Cruiser II
- Wayne Model 945
- Mobile TE-3
- Mobile TE-4
- Murphy 4042

The Engineer will determine the exact location of the day’s work.

General: Traffic Control and Construction

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

Existing pavement markings removed or damaged by more than 20 ft. will be replaced with temporary striping. Temporary striping shall be paint based unless otherwise

General: Utilities

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

Be aware that an operational Computerized Transportation Management System (CTMS) exists within the limits of this project and that the system must remain operational throughout construction. If the Contractor damages or causes damage to this system, repair such damage within 8 hours of occurrence at no cost to the Department. In the event of system damage, notify

the Director of Traffic Management Systems at 713-881-3283 within one hour of occurrence. Failure of the Contractor to repair damage to the main fiber optic cable and CCTV cable trunk lines, which convey all corridor information to TranStar, will result in the Contractor being billed for the full cost of emergency repairs

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

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

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

Item 7: Legal Relations and Responsibilities

This project does not require a U.S. Army Corps of Engineers (USACE) Section 404 Permit before letting, but if a permit is needed during construction, assume responsibility for preparing the permit application. Submit the permit application to the Department's District Environmental Section for approval. Once the permit application is approved, the Department will submit it to the USACE. Assume responsibility for the requested revisions, in coordination with the Department's District Environmental Section.

This project is on a hurricane evacuation route. Provide at the pre-construction meeting a written plan outlining procedure to suspend work, secure the job site, and safely handle traffic through and across the project in the event of a hurricane evacuation.

During the hurricane season (June 1 through November 30), do not close any travel lanes except when the Contractor can demonstrate that he/she can provide labor, equipment, material, a work plan, and quality of work to satisfactorily return all lanes to an open, all-weather travel surface within 3 days of receiving written or verbal notice but no later than 3 days before the predicted hurricane landfall. Construction of temporary lanes to an all-weather surface will be paid for in accordance with Article 9.7, "Payment for Extra Work and Force Account Method."

In addition to lane closures, cease work 3 days before the predicted hurricane landfall on or near the roadway that adversely impacts the flow of traffic and reduces the capacity of the highway

during an evacuation. Vehicles of the Contractor, subcontractors, or material suppliers will not be allowed to enter or exit the traffic stream, including those for the purpose of material hauling and delivery, and mobilization or demobilization of equipment. When directed, this prohibition will include a reasonable time period for the evacuees to return to their point of origin.

No significant traffic generator events identified.

Item 8: Prosecution and Progress

Working days will be computed and charged based on a calendar day workweek in accordance with Section 8.3.1.5.

The Lane Assessment Fees are shown in the following table. This fee applies to the Contractor for closures or obstructions that overlap into restricted hour traffic for each hour or portion thereof, per lane, regardless of the length of lane closure or obstruction. For Restricted Hours subject to Lane Assessment Fee refer to the Item “Barricades, Signs and Traffic Handling.”

Lane Closure Assessment Fee

| Roadway | Lane Closure Assessment Fee |
|--|-----------------------------|
| BU 290 H | \$ 200.00 |
| FM 359 | \$ 300.00 |
| FM 362 | \$ 200.00 |
| FM 529 | \$ 200.00 |
| FM 1098: from Owens Rd. to FM 1488 | \$ 100.00 |
| FM 1098: from BU 290H to Owens Rd. | \$ 200.00 |
| FM 1458 | \$ 50.00 |
| FM 1488 | \$ 200.00 |
| FM 1489 | \$ 200.00 |
| FM 1736 | \$ 50.00 |
| FM 1774 | \$ 200.00 |
| FM 1887 | \$ 50.00 |
| FM 2855 | \$ 200.00 |
| FM 2979 | \$ 0.00 |
| FM 3318 | \$ 0.00 |
| FM 3346 | \$ 50.00 |
| IH 10 | \$1,500.00 |
| SH 6 | \$ 500.00 |
| SH 159: San Antonio St to Hempstead | \$ 300.00 |
| SH 159: Brazos River to San Antonio St | \$ 200.00 |

| Roadway | Lane Closure Assessment Fee |
|-----------------------------------|-----------------------------|
| US 90: Ft. Bend C/L to Adams St | \$ 200.00 |
| US 90: Adams St to Brazos River | \$ 300.00 |
| US 290: Harris CL to Brazos River | \$1,000.00 |

Item 104: Removing Concrete

Removing concrete curb is paid as a separate bid item if the existing pavement on which it rests is not removed at the same time.

Item 432: Riprap

Provide a concrete mowing strip, as shown in the plans, for the entire length of the single guardrail terminal (SGT) at all locations and extend 2 feet beyond the end of the SGT. The mowing strip will be paid for under Item 432, "Riprap."

Removal of existing mowing strips will be subsidiary to the various bid items.

Items 500: Mobilization

This contract consists of Call-out Mobilization for routine work and Emergency Mobilization for any emergency or unexpected work.

Item 502: Barricades, Signs and Traffic Handling

Use a traffic control plan for handling traffic through the various phases of construction. Follow the phasing sequence unless otherwise agreed upon by the Area Engineer and the Project Manager. Ensure this plan conforms to the latest "Texas Manual on Uniform Traffic Control Devices" and the latest Barricade and Construction (BC) Standard Sheets.

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

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

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

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

Erect temporary signs when exit ramps are closed or moved to new locations during construction.

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

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

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

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

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

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

One Lane Closure for Two Lane Roadway
FM 362, FM 529, FM 1098: Owen Rd to FM 1488, FM 1458, FM 1488, FM 1489, FM 1736,
FM 1774, FM 1887, FM 2855, FM 2979, FM 3318, FM 3346,
SH 159: Brazos River to San Antonio St
US 90: Fort Bend C/L to Adams St

| Day | Daytime Work Hours | Nighttime Work Hours | Restricted Hours Subject to Lane Assessment Fee |
|-----------------------|--------------------|----------------------|---|
| Monday Through Friday | No Restrictions | No Restrictions | No Restrictions |

One Lane Closure for Two Lane Roadway
FM 359, US 90: Adams St to Brazos River

| Day | Daytime Work Hours | Nighttime Work Hours | Restricted Hours Subject to Lane Assessment Fee |
|-----------------------|--------------------|--|---|
| Monday Through Friday | 9:00 AM - 3:00 PM | 12:00 AM – 5:00 AM 7:00 PM - 12:00 AM | 5:00 AM - 9:00 AM 3:00 PM - 7:00 PM |

**One Lane Closure for Four Lane Roadway
BU 290H, FM 1098: BU 290 to Owen Rd**

| Day | Daytime Work Hours | Nighttime Work Hours | Restricted Hours Subject to Lane Assessment Fee |
|-----------------------|--------------------|----------------------|---|
| Monday Through Friday | No Restrictions | No Restrictions | No Restrictions |

**One Lane Closure for Four Lane Roadway
SH 6, SH 159: San Antonio St to Hempstead**

| Day | Daytime Work Hours | Nighttime Work Hours | Restricted Hours Subject to Lane Assessment Fee |
|-----------------------|--------------------|--|---|
| Monday Through Friday | 9:00 AM - 3:00 PM | 12:00 AM – 5:00 AM 7:00 PM - 12:00 AM | 5:00 AM - 9:00 AM 3:00 PM - 7:00 PM |

**One, Two or More Lane Closure for Multiple Lane Roadway
IH 10 & US 290**

| Day | Daytime Work Hours | Nighttime Work Hours | Restricted Hours Subject to Lane Assessment Fee |
|-----------------------|--------------------|--|---|
| Monday Through Friday | 9:00 AM - 3:00 PM | 12:00 AM – 5:00 AM 7:00 PM - 12:00 AM | 5:00 AM - 9:00 AM 3:00 PM - 7:00 PM |

Weekend One/Two Lane Closure

**BU 290H, FM 359, FM 362, FM 529, FM 1098: Owens Rd to FM 1488,
FM 1098: BU 290H to Owens Rd, FM 1458, FM 1488, FM 1489, FM 1736,
FM 1774, FM 1887, FM 2855, FM 2979, FM 3318, FM 3346, IH 10, SH 6,
SH 159: San Antonio St to Hempstead, SH 159: Brazos River to San Antonio St
US 90: Fort Bend C/L to Adams St, US 90: Adams St to Brazos River
US 290**

| Day | Daytime Work Hours | Nighttime Work Hours | Restricted Hours Subject to Lane Assessment Fee |
|-------------------------|--------------------|---|---|
| Saturday Through Sunday | None | 12:00 AM – 11:00 AM 8:00 PM - 12:00 AM | 11:00 AM - 8:00 PM |

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

Law enforcement assistance will be required for this project and is expected to be required for major traffic control changes and lane closures. Coordinate with local law enforcement and arrange for law enforcement as directed or agreed by the Engineer. Before payment will be made, complete the "Daily Report on Law Enforcement Force Account Work" (Form 318), provided by the Department and submit daily invoices that agree with this form for any day during the month in which approved services were provided.

Provide full-time, off-duty, uniformed, certified peace officers, as part of traffic control operations. The peace officers must be able to show proof of certification by the Texas Commission on Law Enforcement Officers Standards. The cost of the officers is paid for on a force account basis.

The number of peace officers and working hours will be determined in advance of the work and approved by the Engineer.

Use Uneven Lane Signs (CW 8-11) during resurfacing operations for elevation differences between adjacent lanes of greater than 1 in.

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

All lane closures are considered subsidiary to the various bid items.

All work and materials furnished with this item are subsidiary to the pertinent bid items except:

Truck mounted attenuators payable under Item 6185-6002

Law enforcement personnel payable under force account

Item 506: Temporary Erosion, Sedimentation and Environmental Controls

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

The Storm Water Pollution Prevention Plan (SWP3) consists of temporary erosion control measures needed and provided for under this Item. The disturbed area is less than one acre and use of erosion control measures is not anticipated. If physical conditions encountered at the job site require necessary controls, BMP installation, maintenance, and removal will be paid as extra

work on a force account basis per Articles 4.4 and 9.7. Since the disturbed area is less than 5 acres, a "Notice of Intent" (NOI) is not required.

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

Item 512: Portable Concrete Traffic Barrier

After completing the project, Standard Height Safety Shape Portable Traffic Barriers used for traffic handling and the associated connecting hardware will become the property of the Contractor.

If placing the portable traffic barrier on pre-stressed concrete box beams with exposed reinforcing steel, protect the reinforcing steel by supporting the portable traffic barrier on 4 in. by 4 in. timbers. Place the timbers transversely and space them on 4 ft. centers. The cost of the labor and materials to perform this work are subsidiary to the Item, "Portable Traffic Barrier."

Item 540: Metal Beam Guard Fence

Painting the timber posts is not required.

Use timber posts for galvanized steel metal beam guard fence, except for anchorage at turned down ends.

Furnish and install wood blocks between the rail elements and the timber posts as detailed on the plans. These block-outs are subsidiary to this bid Item.

Provide a mow strip as shown on the plans, at metal beam guard fence locations, including any guardrail end treatments.

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

At locations requiring attachment of Metal Beam Guard Fence (MBGF) to concrete railing or concrete traffic barrier, repair and fill any existing holes in the railing or barrier that are not in the correct location for attaching the new MBGF. Perform this work in accordance with the Item, "Concrete Structure Repair." Existing anchor bolt holes that cannot be utilized must be filled with an epoxy grout before drilling new holes. Then core-drill new holes in the correct locations and repair any resulting spalls at no expense to the Department. This work is considered subsidiary to the MBGF transition section (Item 540).

The quantity of the metal beam guard fence is subject to change.

Item 542: Removing Metal Beam Guard Fence

Remove and assume ownership of unsalvageable metal beam guard fence rail elements and posts. Transport and store any functional, salvageable rail elements, including steel posts, which

are not reused in this project, to the Department's stockpile located at *400 FM 1488, Hempstead, TX, 77445*.

Replace removed wood posts which are unusable because of damage by the Contractor, at no expense to the Department.

Item 544: Guardrail End Treatments

The object marker OB-3F will be subsidiary to this item.

Item 545: Crash Cushion Attenuators

After completing the project, return remaining unused crash cushion attenuators units to the Area Office Maintenance yard or as directed, at no cost to the Department.

Unless otherwise shown on the plans, Crash Cushion Attenuators (CCA) tested for 70 mph are required for temporary and permanent CCA installations on freeways where the backup support width is 36 in. or less. Test Level TL-3 is required for temporary and permanent CCA installations at other locations requiring a CCA.

A MASH compliant crash cushion attenuator is required for every temporary and permanent installation

Item 770: Guard Fence Repair

Provide a minimum of one guardrail crew and one concrete crew to perform work at all times as directed. If the amount of work requires only one crew, that crew may perform both the concrete and guardrail work as directed, but this does not relieve the requirement for the minimum of one crew for each type of work.

Furnish a welding unit and cutting torch, with a competent operator, each day of work.

Provided the work is available, and the weather permitting, satisfactory prosecution of the work will be based on each crew placing not less than 20 posts and 250 feet of railing or fence per day.

All new drilled holes for guardrail connections to any concrete structure (wing walls, CTB, etc.) will be subsidiary to the various bid items. This includes holes required when raising or upgrading guardrail.

When repairing damaged rail in the center median, repairing or replacing 6-inch channel rail will not be paid for directly, but will be subsidiary to the various bid items.

When terminal anchor post is damaged beyond repair, replace the entire terminal anchor in accordance with the standard detail sheet.

Furnish and install wood blocks between the rail element and the timber posts as detailed in the plans. These blockouts are subsidiary to this item.

Removing and replacing reusable items for convenience will not be paid for directly, but will be subsidiary to the various bid items. Example, when an undamaged section of rail is removed from the post and set on the ground in order to make a repair to a damaged post or another damaged item, the rail removal will not be paid for since the rail is not damaged and will be reused at the same location.

For purpose of guardrail post replacement, a mowing strip is considered a foundation. When replacing guardrail post, also replace a damaged mowing strip with matching new material. Supply all materials used to repair mowing strips. This will be subsidiary to the various bid items. Repair of the mowing strip will require repairing the leave out as shown on the plans.

Item 774: Attenuator Repair

Make repairs and installations in accordance with the manufacturer's instructions and recommendations.

For the bid Item "REPAIR REACT (N) (MISC HARDWARE)," payment is by the each and consists of supplying one or all of the following miscellaneous hardware per one unit repaired:

- Channel Stake
- Front Anchor Pin
- Slotted Washer Plate
- Chain
- Cable Strap
- Side Cable Anchor Plate
- Cable Wedge
- Cable
- Folded Transition Plate
- Transition Plate with W-Beam Connector

For the bid Item "REPAIR REACT (W) (MISC HARDWARE)," payment is by the each and consists of supplying one or all of the following miscellaneous hardware per one unit repaired:

- Cylinder Strut
- Rail Guide
- Monorail End Cap
- Anchor
- Bolts, Nuts, Washers, Studs, etc

The repairs of the diaphragms and cylinders have separate bid items.

Repairs shall be made within 48 hour of notification.

All damaged material not reusable will become the property of the Contractor or, as directed.

Measurement for the Repair of (Energy Absorbing System) will be made by each bay complete in place.

Repair of (Quad Guard Narrow Bay) System will consist of repairing each damaged bay. Removing and replacing reusable items for the Contractor's convenience will not be paid for directly but will be incidental to the bid items.

Item 776: Metal Rail Repair

The Department will supply materials for all repairs of bridge rail elements. This material may be picked up at:

Texas Department of Transportation
400 FM 1488
Hempstead, TX 77445

Notify the Maintenance Supervisor, at (979) 921-2400, 48 hours prior to materials pick-up.

Item 6185: Truck Mounted Attenuator (TMA) and Trailer Attenuator (TA)

A shadow vehicle with Truck Mounted Attenuators (TMAs) or Trailer Attenuators (TAs) is required as shown on the appropriate Traffic Control Plan (TCP) sheets. TMAs/TAs must meet the requirements of the Compliant Work Zone Traffic Control Device List.

Level 3 Compliant TMAs/TAs are required for this project.

A total of one (1) shadow vehicle with a TMA/TA is required for the work with the exception of Pavement Marking Operations. The Contractor is responsible for determining if one or more of these operations will be ongoing at the same time to determine the total number of TMAs/TAs needed on the project.

A total of three (3) shadow vehicles with a TMA/TA are required for Pavement Marking Operations. The Contractor is responsible for determining if one or more of these operations will be ongoing at the same time to determine the total number of TMAs/TAs needed on the project.

CONTROL : 6389-42-001
PROJECT : RMC - 638942001
HIGHWAY : US0290
COUNTY : WALLER

TEXAS DEPARTMENT OF TRANSPORTATION

GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

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

STANDARD SPECIFICATIONS: ADOPTED BY THE TEXAS DEPARTMENT OF
----- TRANSPORTATION NOVEMBER 1, 2014.
STANDARD SPECIFICATIONS ARE INCORPORATED
INTO THE CONTRACT BY REFERENCE.

ITEMS 1 TO 9 INCL., GENERAL REQUIREMENTS AND COVENANTS
ITEM 104 REMOVING CONCRETE <502>
ITEM 429 CONCRETE STRUCTURE REPAIR (421) (431) (440) <502> (780)
ITEM 432 RIPRAP (247) <340> (420) (421) (431) (440) <502>
ITEM 500 MOBILIZATION
ITEM 506 TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL
CONTROLS (161) (432) (556)
ITEM 512 PORTABLE TRAFFIC BARRIER (420) (421) (424) (440) (442) <502>
ITEM 540 METAL BEAM GUARD FENCE (421) (441) (445) <502> (529)
ITEM 542 REMOVING METAL BEAM GUARD FENCE <502>
ITEM 544 GUARDRAIL END TREATMENTS <502>
ITEM 770 GUARD FENCE REPAIR (421) (429) (441) (448) <502> (540) (542)
(544)
ITEM 771 REPAIR CABLE BARRIER SYSTEM (421) <502> <543> (658)
ITEM 772 POST AND CABLE FENCE (421) <502>
ITEM 774 ATTENUATOR REPAIR (448) <502>
ITEM 776 METAL RAIL REPAIR (429) (441) (445) (446) (448) (450) <502>

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

SPECIAL PROVISION "NONDISCRIMINATION" (000---002)
SPECIAL PROVISION "CERTIFICATE OF INTERESTED PARTIES (FORM 1295)"
(000--1019)
SPECIAL PROVISION "SCHEDULE OF LIQUIDATED DAMAGES" (000---658)
SPECIAL PROVISION "NOTICE OF CONTRACTOR PERFORMANCE EVALUATIONS"
(000---659)

SPECIAL PROVISIONS TO ITEM 2 (002---011) (002---013)
 SPECIAL PROVISIONS TO ITEM 3 (003---011) (003---013)
 SPECIAL PROVISION TO ITEM 4 (004---002)
 SPECIAL PROVISIONS TO ITEM 5 (005---002) (005---003)
 SPECIAL PROVISIONS TO ITEM 6 (006---001) (006---012)
 SPECIAL PROVISIONS TO ITEM 7 (007---004) (007---010) (007---011)
 SPECIAL PROVISIONS TO ITEM 8 (008---030) (008---033) (008---045)
 SPECIAL PROVISIONS TO ITEM 9 (009---010) (009---011)
 SPECIAL PROVISION TO ITEM 247 (247---003)
 SPECIAL PROVISION TO ITEM 340 (340---003)
 SPECIAL PROVISION TO ITEM 421 (421---009)
 SPECIAL PROVISION TO ITEM 442 (442---001)
 SPECIAL PROVISION TO ITEM 446 (446---005)
 SPECIAL PROVISION TO ITEM 502 (502---008)
 SPECIAL PROVISION TO ITEM 506 (506---002)
 SPECIAL PROVISION TO ITEM 540 (540---001)
 SPECIAL PROVISION TO SPECIAL SPECIFICATION ITEM 6185 (6185--002)

SPECIAL SPECIFICATIONS:

ITEM 6185 TRUCK MOUNTED ATTENUATOR (TMA) AND TRAILER ATTENUATOR (TA)

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

CHILD SUPPORT STATEMENT

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

CONFLICT OF INTEREST CERTIFICATION

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

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

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

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

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

E-VERIFY CERTIFICATION

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

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

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

Certification Regarding Disclosure of Public Information

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

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

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

By entering into Contract, the Contractor agrees to:

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

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

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

CERTIFICATION TO NOT BOYCOTT ISRAEL

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

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

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

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

CERTIFICATION TO NOT BOYCOTT ENERGY COMPANIES

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

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

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

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

CERTIFICATION TO NOT DISCRIMINATE AGAINST FIREARM ENTITIES OR FIREARM TRADE ASSOCIATIONS

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

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

This provision applies to a contract that:

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

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

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

Special Provision to Item 000

Nondiscrimination



1. DESCRIPTION

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

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

2. DEFINITION OF TERMS

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

3. NONDISCRIMINATION PROVISIONS

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

- 3.1. **Compliance with Regulations.** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 3.2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3.3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 3.4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

- 3.5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:
- withholding of payments to the contractor under the contract until the contractor complies, and/or
 - cancellation, termination or suspension of the contract, in whole or in part.
- 3.6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Special Provision 000

Certificate of Interested Parties (Form 1295)



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

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

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

Special Provision to Item 000

Schedule of Liquidated Damages



Table 1
Schedule of Liquidated Damages

| For Dollar Amount of Original Contract | | Dollar Amount of Daily Contract Administration Liquidated Damages per Working Day |
|--|------------------|---|
| From More Than | To and Including | |
| 0 | 100,000 | 570 |
| 100,000 | 500,000 | 590 |
| 500,000 | 1,000,000 | 610 |
| 1,000,000 | 1,500,000 | 685 |
| 1,500,000 | 3,000,000 | 785 |
| 3,000,000 | 5,000,000 | 970 |
| 5,000,000 | 10,000,000 | 1,125 |
| 10,000,000 | 20,000,000 | 1,285 |
| 20,000,000 | Over 20,000,000 | 2,590 |

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

Special Provision 000

Notice of Contractor Performance Evaluations



1. GENERAL

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

2. DEFINITIONS

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

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

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

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

3. CONTRACTOR EVALUATIONS

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

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

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

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

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

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

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

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

4. DIVISION OVERSIGHT

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

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

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

5. PERFORMANCE REVIEW COMMITTEE

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

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

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

6. APPEALS PROCESS

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

Special Provision to Item 2

Instructions to Bidders



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

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

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

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

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

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

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

If the apparent low Bidder does not appear on the DHS E-Verify system prior to award, the Department will notify the Contractor that they must submit documentation showing that they are compliant within 5-business days after the date the notification was sent. A Contractor who fails to comply or respond within the deadline will be declared non-responsive and the Department will execute the proposal guaranty. The proposal guaranty will become the property of the State, not as a penalty, but as liquidated damages. The Bidder forfeiting the proposal guaranty will not be considered in future proposals for the same work unless there has been a substantial change in the scope of the work.

The Department may recommend that the Commission:

- reject all bids, or
- award the Contract to the new apparent low Bidder, if the Department is able to verify the Bidder's participation in the DHS E-verify system. For the Bidder who is not registered in E-Verify, the Department will allow for one business day after notification to provide proof of registration.

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

- the new apparent low Bidder will not be deemed nonresponsive,
- the new apparent low Bidder's guaranty will not be forfeited,
- the Department will reject all bids, and
- the new apparent low Bidder will remain eligible to receive future proposals for the same project.

Special Provision to Item 2

Instructions to Bidders



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

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

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

Special Provision to Item 3 Award and Execution Contract



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

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

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

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

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

Special Provision to Item 3

Award and Execution of Contract



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

Section 4.3 "Insurance" is being amended by the following:

Table 2
Insurance Requirements

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

Special Provision to Item 4

Scope of Work



Item 4, "Scope of Work" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 4.4., "Changes in the Work", is supplemented by the following:

When mutually agreed in writing, the Engineer may extend the Contract if the Contractor has satisfactorily fulfilled the terms and conditions of the Contract. The extension may be for a period of time not to exceed the original Contract time and may include additional quantities up to the original bid quantities plus any quantities added by change order. Unit prices may be adjusted to reflect the current Federal Consumer Price Index for the Southern Region. The extension will meet the terms and conditions of the Contract. Execute the extension prior to the final acceptance of the Contract unless agreed upon by the Engineer. Prosecute the Contract and the extension consecutively. Only one extension will be allowed.

Special Provision to Item 5

Control of the Work



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

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

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

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

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

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

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

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

Special Provision to Item 5

Control of the Work



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

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

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

Special Provision to Item 6

Control of Materials



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

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

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

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

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

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

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

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

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

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

| AGGREGATES | | |
|--|--|----|
| Tex-400-A | Sampling Flexible Base, Stone, Gravel, Sand, and Mineral Aggregates | 3 |
| Tex-410-A | Abrasion of Coarse Aggregate Using the Los Angeles Machine | 5 |
| Tex-411-A | Soundness of Aggregate by Use of Sodium Sulfate or Magnesium Sulfate | 12 |
| Tex-461-A | Degradation of Coarse Aggregate by Micro-Deval Abrasion | 5 |
| CHEMICAL | | |
| Tex-612-J | Acid Insoluble Residue for Fine Aggregate | 4 |
| GENERAL | | |
| HMA Production Specialist [TxAPA – Level 1-A] (\$/hr) | | |
| HMA Roadway Specialist [TxAPA – Level 1-B] (\$/hr) | | |
| Technician Travel/Standby Time (\$/hr) | | |
| Per Diem (\$/day – meals and lodging) | | |
| Mileage Rate (\$/mile from closest CL location) | | |
| Note 1– Turn-Around Time includes test time and time for travel/sampling and reporting. Note 2 – These tests require turn-around times meeting the governing specifications. Provide test results within the stated turn-around time. CL is allowed one additional day to provide the signed and sealed report. | | |

Special Provision to Item 6

Control of Materials



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Special Provision to Item 7

Legal Relations and Responsibilities



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

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

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

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

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

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

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

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

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

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

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

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

Special Provision to Item 7

Legal Relations and Responsibilities



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

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

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

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

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

Special Provision to Item 007

Legal Relations and Responsibilities



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Minimum curriculum for Contractor-provided training is as follows:

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

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

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

Special Provision to Item 8 Prosecution and Progress



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

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

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

Special Provision to Item 8 Prosecution and Progress



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

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

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

Special Provision to Item 8

Prosecution and Progress



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

Article 8.6., "Failure to Complete Work on Time," is supplemented by the following:

8.6.1. Lane Closure Assessment Fees.

Monetary assessment, as shown on the plans, will be made against the Contractor for any lane closure or obstruction that overlaps into the peak hour traffic for each time increment defined on the plans or portion thereof, per lane, regardless of the length of lane closure or obstruction.

8.6.1.1. Definition of Terms. For this Contract, the following definitions apply:

8.6.1.1.1. Time increment. Any continuous defined increment of time period or portion thereof for a period beginning at that point when lanes are closed or obstructed by the Contractor's operations.

8.6.1.1.2. Assessment Fee. The amount shown on the proposal for each defined time increment, representing the average cost of interference and inconvenience to the road user for each lane closed or obstructed during peak hour traffic. The Engineer may allow a proportional fee assessment for closures that do not involve an entire defined time increment.

8.6.1.1.3. Closure or Obstruction. When the Contractor's operations result in a reduced lane width of the travel way or shoulder less than that specified on the plan documents.

8.6.1.1.4. Peak Hour Traffic Times. Schedule of days and times described in the General Notes, when lane closures or obstructions are not allowed.

8.6.1.2. Fee Calculation and Collection. The assessment fee will be deducted from the amount due to the Contractor on the monthly construction estimate, and thus retained by the Department. The Engineer will determine the time of overlap of lane closures or obstructions for calculating the assessment fee. The assessment fee is based on road user costs and is assessed not as a penalty, but for added expense incurred by the traveling public.

Special Provision to Item 009

Measurement and Payment



Item 009 "Measurement and Payment" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

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

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

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

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

Special Provision to Item 9

Measurement and Payment



Item 9, "Measurement and Payment" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Section 9.7.1.4.3., "Standby Equipment Costs," is voided and replaced by the following:

7.1.4.3. **Standby Equipment Costs.** Payment for standby equipment will be made in accordance with Section 9.7.1.4., "Equipment," except that the 15% markup will not be allowed and that:

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

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

- Standby will be paid at 50% of the monthly 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.

Special Provision to Item 247

Flexible Base



Item 247, "Flexible Base" of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Section 2.4., "Certification." This section is added.

Personnel certified by the Department-approved soils and base certification program must conduct all sampling, field testing, and laboratory testing required by the following:

- Section 2.1, "Aggregate,"
- Section 2.1.3.2, "Recycled Material (Including Crushed Concrete) Requirements,"
- Section 4.3, "Compaction," for measuring flexible base depth, and
- Section 4.3.2, "Density Control," for determining the roadway density and moisture content.

Supply the Engineer with a list of certified personnel and copies of their current certificates before laboratory and field testing is performed and when personnel changes are made. At any time during the project, the Engineer may perform production tests as deemed necessary in accordance with Item 5, "Control of the Work."

Section 2.5., "Reporting and Responsibilities." This section is added.

Use Department-provided templates to record and calculate all test data. Obtain the current version of the templates at <http://www.txdot.gov/inside-txdot/forms-publications/consultants-contractors/forms/site-manager.html> or from the Engineer. The Engineer and the Contractor will provide any available test results to the other party when requested. Record and electronically submit all test results and pertinent information on Department-provided templates.

Section 2.6., "Sampling." This section is added.

The Engineer will sample flexible base from stockpiles located at the production site or at the project location in accordance with [Tex-400-A](#), Section 5.3. The Engineer will label the sample containers as "Engineer," "Contractor" or "Supplier," and "CST/M&P." Witness the sampling and take immediate possession of the sample containers labeled "Contractor" or "Supplier." The Engineer will maintain custody of the samples labeled "CST/M&P" until testing and reporting is completed.

Section 2.7., "Referee Testing." This section is added.

CST/M&P is the referee laboratory. The Contractor may request referee testing when the Engineer's test results fail to meet any of the material requirements listed in Table 1. Make the request via email within 5 working days after receiving test results from the Engineer. Submit test reports signed and sealed by a licensed professional engineer from a commercial laboratory listed on the Department's Material Producer List (MPL) of laboratories approved to perform compaction and triaxial compression testing located at <http://ftp.dot.state.tx.us/pub/txdot-info/cmd/mpl/complabs.pdf>. Submit completed test reports electronically on Department-provided templates in their original format. The referee laboratory will report test results to the Engineer within the allowable number of working days listed in Table 2 from the time the referee laboratory receives the samples. It is at the discretion of the Engineer or the referee laboratory to deny a referee request upon review of the test reports provided by the Contractor.

Table 2
Number of Allowable Working Days to Report Referee Test Results

| Material Property | Test Method | Working Days |
|---|------------------------------|--------------|
| Gradation | Tex-110-E, Part I | 5 |
| Liquid Limit (Multi-Point Method) | Tex-104-E, Part I | 5 |
| Plasticity Index | Tex-106-E | 5 |
| Wet Ball Mill Value | Tex-116-E, Parts I and II | 5 |
| Wet Ball Mill, % Increase passing #40 sieve | | |
| Compressive Strength ¹ | Tex-117-E, Part II | 6 |
| Compressive Strength ² | Tex-117-E | 12 |

1. Moisture-Density curve provided by the District
2. Moisture-Density curve determined by the referee laboratory

Section 4.6., "Ride Quality." This section is voided and replaced by the following.

Measurement of ride quality only applies to the final travel lanes that receive a 1- or 2-course surface treatment for the final riding surface, unless otherwise shown on the plans. Measure the ride quality of the base course either before or after the application of the prime coat, as directed, and before placement of the surface treatment. Use a certified profiler operator from the Department's MPL. When requested, furnish the Engineer documentation for the person certified to operate the profiler.

Provide all profile data to the Engineer in electronic data files within 3 days of measuring the ride quality using the format specified in [Tex-1001-S](#). The Engineer will use Department software to evaluate longitudinal profiles to determine areas requiring corrective action. Correct 0.1-mi.sections for each wheel path having an average international roughness index (IRI) value greater than 100 in. per mile to an IRI value of 100 in. per mile or less, unless otherwise shown on the plans.

Re-profile and correct sections that fail to maintain ride quality, as directed. Correct re-profiled sections until specification requirements are met, as approved. Perform this work at no additional expense to the Department.

Special Provision to Item 340

Dense-Graded Hot-Mix Asphalt (Small Quantity)



For this project, Item 340, "Dense-Graded Hot-Mix Asphalt (Small Quantity)," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Section 340.2.5., "Tack Coat." The first paragraph is voided and replaced by the following.

Furnish CSS-1H, SS-1H, or a PG binder with a minimum high-temperature grade of PG 58 for tack coat binder in accordance with Item 300, "Asphalts, Oils, and Emulsions." Specialized tack coat materials listed on the Department's MPL are allowed or required when shown on the plans. Do not dilute emulsified asphalts at the terminal, in the field, or at any other location before use.

Section 340.4.1., "Certification." The paragraph is voided and replaced by the following.

Certification. Personnel certified by the Department-approved hot-mix asphalt certification program must conduct all mixture designs, sampling, and testing in accordance with Table 6. Supply the Engineer with a list of certified personnel and copies of their current certificates before beginning production and when personnel changes are made. Provide a mixture design developed and signed by a Level 2 certified specialist. Provide Level 1A certified specialists at the plant during production operations. Provide Level 1B certified specialists to conduct placement tests. Provide Level AGG101 certified specialists for aggregate testing.

Table 6, "Test Methods, Test Responsibility, and Minimum Certification Levels" is voided and replaced by the following.

**Table 6
Test Methods, Test Responsibility, and Minimum Certification Levels**

| Test Description | Test Method | Contractor | Engineer | Level ¹ |
|---|--|------------|----------|--------------------|
| 1. Aggregate and Recycled Material Testing | | | | |
| Sampling | Tex-221-F | ✓ | ✓ | 1A/AGG101 |
| Dry sieve | Tex-200-F, Part I | ✓ | ✓ | 1A/AGG101 |
| Washed sieve | Tex-200-F, Part II | ✓ | ✓ | 1A/AGG101 |
| Deleterious material | Tex-217-F, Parts I & III | ✓ | ✓ | AGG101 |
| Decantation | Tex-217-F, Part II | ✓ | ✓ | AGG101 |
| Los Angeles abrasion | Tex-410-A | | ✓ | TxDOT |
| Magnesium sulfate soundness | Tex-411-A | | ✓ | TxDOT |
| Micro-Deval abrasion | Tex-461-A | | ✓ | AGG101 |
| Crushed face count | Tex-460-A | ✓ | ✓ | AGG101 |
| Flat and elongated particles | Tex-280-F | ✓ | ✓ | AGG101 |
| Linear shrinkage | Tex-107-E | ✓ | ✓ | AGG101 |
| Sand equivalent | Tex-203-F | ✓ | ✓ | AGG101 |
| Organic impurities | Tex-408-A | ✓ | ✓ | AGG101 |
| 2. Asphalt Binder & Tack Coat Sampling | | | | |
| Asphalt binder sampling | Tex-500-C, Part II | ✓ | ✓ | 1A/1B |
| Tack coat sampling | Tex-500-C, Part III | ✓ | ✓ | 1A/1B |
| 3. Mix Design & Verification | | | | |
| Design and JMF changes | Tex-204-F | ✓ | ✓ | 2 |
| Mixing | Tex-205-F | ✓ | ✓ | 2 |
| Molding (TGC) | Tex-206-F | ✓ | ✓ | 1A |
| Molding (SGC) | Tex-241-F | ✓ | ✓ | 1A |
| Laboratory-molded density | Tex-207-F, Parts I & VI | ✓ | ✓ | 1A |
| Rice gravity | Tex-227-F, Part II | ✓ | ✓ | 1A |
| Ignition oven correction factors ² | Tex-236-F, Part II | ✓ | ✓ | 2 |
| Indirect tensile strength | Tex-226-F | ✓ | ✓ | 1A |
| Hamburg Wheel test | Tex-242-F | ✓ | ✓ | 1A |
| Boil test | Tex-530-C | ✓ | ✓ | 1A |
| 4. Production Testing | | | | |
| Mixture sampling | Tex-222-F | ✓ | ✓ | 1A/1B |
| Molding (TGC) | Tex-206-F | | ✓ | 1A |
| Molding (SGC) | Tex-241-F | | ✓ | 1A |
| Laboratory-molded density | Tex-207-F, Parts I & VI | | ✓ | 1A |
| Rice gravity | Tex-227-F, Part II | | ✓ | 1A |
| Gradation & asphalt binder content ² | Tex-236-F, Part I | | ✓ | 1A |
| Moisture content | Tex-212-F, Part II | | ✓ | 1A/AGG101 |
| Hamburg Wheel test | Tex-242-F | | ✓ | 1A |
| Boil test | Tex-530-C | | ✓ | 1A |
| 5. Placement Testing | | | | |
| In-place air voids | Tex-207-F, Parts I & VI | | ✓ | 1A |
| In-place density (nuclear method) | Tex-207-F, Part III | ✓ | | 1B |
| Establish rolling pattern | Tex-207-F, Part IV | ✓ | | 1B |
| Ride quality measurement | Tex-1001-S | ✓ | ✓ | Note 3 |

- Level 1A, 1B, AGG101, and 2 are certification levels provided by the Hot Mix Asphalt Center certification program.
- Refer to Section 340.4.8.3., "Production Testing," for exceptions to using an ignition oven.
- Profiler and operator are required to be certified at the Texas A&M Transportation Institute facility when Surface Test Type B is specified.

Section 340.4.4.2., Mixing and Discharge of Materials. The first paragraph is voided and replaced by the following.

Notify the Engineer of the target discharge temperature and produce the mixture within 25°F of the target. Monitor the temperature of the material in the truck before shipping to ensure that it does not exceed 350°F (or 275°F for WMA). The Department will not pay for or allow placement of any mixture produced above 350°F.

Section 340.4.6.2., "Tack Coat." The paragraph is voided and replaced by the following.

4.6.2.1 **Application.** Clean the surface before placing the tack coat. The Engineer will set the rate between 0.04 and 0.10 gal. of residual asphalt per square yard of surface area. Apply a uniform tack coat at the specified rate unless otherwise directed. Apply the tack coat in a uniform manner to avoid streaks and other irregular patterns. Apply the tack coat to all surfaces the will come in contact with the subsequent HMA placement, unless otherwise directed. Allow adequate time for emulsion to break completely before placing any material. Prevent splattering of tack coat when placed adjacent to curb, gutter, and structures. Do not dilute emulsified asphalts at the terminal, in the field, or at any other location before use.

4.6.2.2 **Sampling.** The Engineer will obtain at least one sample of the tack coat binder per project in accordance with Tex-500-C, Part III, and test it to verify compliance with Item 300, "Asphalts, Oils, and Emulsions." The Engineer will obtain the sample from the asphalt distributor immediately before use.

For emulsions, the Engineer may test as often as necessary to ensure the residual of the emulsion is greater than or equal to the specification requirement in Item 300, "Asphalts, Oils, and Emulsions."

Section 340.5., "Measurement," is voided and replaced by the following.

5.1 **Dense Graded Hot-Mix Asphalt (SQ).** Hot mix will be measured by the ton of composite hot-mix, which includes asphalt, aggregate, and additives. Measure the weight on scales in accordance with Item 520, "Weighing and Measuring Equipment."

5.2 **Tack Coat.** Tack coat will be measured at the applied temperature by strapping the tank before and after road application and determining the net volume in gallons from the calibrated distributor. The Engineer will witness all strapping operations for volume determination. All tack, including emulsions, will be measured by the gallon applied.

The Engineer may allow the use of a metering device to determine asphalt volume used and application rate if the device is accurate within 1.5% of the strapped volume.

Section 340.6., "Payment," the first paragraph is voided and replaced with the following.

The work performed and materials furnished in accordance with this Item and measured as provided under Article 340.5.1, "Measurement," will be paid for at the unit bid price for "Dense Graded Hot-Mix Asphalt (SQ)" of the mixture type, SAC, and binder specified. These prices are full compensation for surface preparation, materials, placement, equipment, labor, tools, and incidentals.

Section 340.6., "Payment," is supplemented by the following.

The work performed and materials furnished in accordance with this Item and measured as provided under Section 340.5.2, "Measurement," will be paid for at the unit bid price for "Tack Coat" of the tack coat provided. These prices are full compensation for materials, placement, equipment, labor, tools, and incidentals.

Special Provision to Item 421

Hydraulic Cement Concrete



Item 421, "Hydraulic Cement Concrete" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 421.2, "Materials," the second sentence of the first paragraph is voided and replaced by the following.

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

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

Supplementary Cementing Materials (SCM).

- **Fly Ash.** Furnish fly ash, Modified fly ash (MFA), and Ground Bottom Ash (GBA) conforming to [DMS-4610](#), "Fly Ash."
- **Slag Cement.** Furnish Slag Cement conforming to [DMS-4620](#), "Slag Cement."
- **Silica Fume.** Furnish silica fume conforming to [DMS-4630](#), "Silica Fume."
- **Metakaolin.** Furnish metakaolin conforming to [DMS-4635](#), "Metakaolin."

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

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

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

Truck mixers with automated water and chemical admixture measurement and slump and slump flow monitoring equipment meeting the requirement of ASTM C 94 will be allowed. Provide data every 6 mo. substantiating the accuracy of slump, slump flow, temperature, water, and chemical admixture measurements. The slump measured by the automated system must be within 1 in. of the slump measured in accordance with Tex-415-A. The concrete temperature measured by the automated system must be within 1°F of concrete temperature measured in accordance with Tex-422-A. The Engineer will not use the automated measurements for acceptance.

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

Table 8
Concrete Classes

| Class of Concrete | Design Strength, ¹ Min f'_c (psi) | Max w/cm Ratio | Coarse Aggregate Grades ^{2,3,4} | Cement Types | Mix Design Options | Exceptions to Mix Design Options | General Usage ⁵ |
|-------------------|---|----------------|--|-------------------------------------|--------------------|---|---|
| A | 3,000 | 0.60 | 1-4, 8 | I, II, I/II, IL, IP, IS, IT, V | 1, 2, 4, & 7 | When the cementitious material content does not exceed 520 lb./cu. yd., any fly ash listed in the MPL may be used at a cement replacement of 20% to 50%. | Curb, gutter, curb & gutter, conc. retards, sidewalks, driveways, back-up walls, anchors, non-reinforced drilled shafts |
| B | 2,000 | 0.60 | 2-7 | | | | Riprap, traffic signal controller foundations, small roadside signs, and anchors |
| C ⁶ | 3,600 | 0.45 | 1-6 | I, II, I/II, IP, IL, IS, IT, V | 1-8 | | Drilled shafts, bridge substructure, bridge railing, culverts except top slab of direct traffic culverts, headwalls, wing walls, inlets, manholes, concrete traffic barrier |
| E | 3,000 | 0.50 | 2-5 | I, II, I/II, IL, IP, IS, IT, V | 1-8 | When the cementitious material content does not exceed 520 lb./cu. yd., any fly ash listed in the MPL may be used at a cement replacement of 20% to 50%.. | Seal concrete |
| F ⁶ | Note ⁷ | 0.45 | 2-5 | I, II, I/II, IP, IL, IS, IT, V | | | Railroad structures; occasionally for bridge piers, columns, bents, post-tension members |
| H ⁶ | Note ⁷ | 0.45 | 3-6 | I, II, I/II, III, IP, IL, IS, IT, V | 1-4 | Do not use Type III cement in mass placement concrete. Up to 20% of blended cement may be replaced with listed SCMs when Option 4 is used for precast concrete. Options 6, 7, & 8 allowed for cast-in-place Class H concrete. | Precast concrete, post-tension members |
| S ⁶ | 4,000 | 0.45 | 2-5 | I, II, I/II, IP, IL, IS, IT, V | 1-8 | | Bridge slabs, top slabs of direct traffic culverts, approach slabs |
| P | See Item 360, "Concrete Pavement." | 0.50 | 2-3 | I, II, I/II, IL, IP, IS, IT, V | 1-8 | When the cementitious material content does not exceed 520 lb./cu. yd., any fly ash listed in the MPL may be used at a cement replacement of 20% to 50%.. | Concrete pavement |
| CO ⁶ | 4,600 | 0.40 | 6 | I, II, I/II, IP, IL, IS, IT, V | 1-8 | | Bridge deck concrete overlay |
| LMC ⁶ | 4,000 | 0.40 | 6-8 | | | | Latex-modified concrete overlay |
| SS ⁶ | 3,600 | 0.45 | 4-6 | I, II, I/II, IP, IL, IS, IT, V | 1-8 | Use a minimum cementitious material content of 658 lb./cu. yd. of concrete. Limit the alkali loading to 4.0 lbs./cu. yd. or less when using option 7. | Slurry displacement shafts, underwater drilled shafts |
| K ⁶ | Note ⁷ | 0.40 | Note ⁷ | I, II, I/II, III, IP, IL, IS, IT, V | 1-8 | | Note ⁷ |
| HES | Note ⁷ | 0.45 | Note ⁷ | I, IL, II, I/II, III | | Mix design options do not apply. 700 lb. of cementitious material per cubic yard limit does not apply. | Concrete pavement, concrete pavement repair |

| Class of Concrete | Design Strength, ¹ Min f_c (psi) | Max w/cm Ratio | Coarse Aggregate Grades ^{2,3,4} | Cement Types | Mix Design Options | Exceptions to Mix Design Options | General Usage ⁵ |
|-----------------------|--|----------------|--|--|--------------------|---|----------------------------|
| "X" (HPC) 6,8,9 | Note ¹⁰ | 0.45 | Note ¹⁰ | I, II, I/II, III IP, IL, IS, IT, V | 1-4, & 8 | Maximum fly ash replacement for Option 3 may be increased to 50%. Up to 20% of a blended cement may be replaced with listed SCMs for Option 4. Do not use Option 8 for precast concrete. | |
| "X" (SRC) 6,8,9 | Note ¹⁰ | 0.45 | Note ¹⁰ | I/II, II, IP, IL, IS, IT, V | 1-4, & 7 | When using fly ash, only use fly ashes allowed for SRC as listed in the Fly Ash MPL. Type III-MS may be used where allowed. Type I and Type III cements may be use when fly ashes allowed for SRC as listed in the Fly Ash MPL are used, and with a maximum w/cm of 0.40. Up to 20% of blended cement may be replaced with listed SCMs when Option 4 is used for precast concrete. Do not use Option 7 for precast concrete ¹¹ . | |

- Design strength must be attained within 56 days.
- Do not use Grade 1 coarse aggregate except in massive foundations with 4 in. minimum clear spacing between reinforcing steel bars, unless otherwise permitted. Do not use Grade 1 aggregate in drilled shafts.
- Use Grade 8 aggregate in extruded curbs unless otherwise approved.
- Other grades of coarse aggregate maybe used in non-structural concrete classes when allowed by the Engineer.
- For information only.
- Structural concrete classes.
- As shown on the plans or specified.
- "X" denotes class of concrete shown on the plans or specified.
- (HPC): High Performance Concrete, (SRC): Sulfate Resistant Concrete.
- Same as class of concrete shown on the plans.
- Option 7 will be allowed for precast concrete products included in Items 462, 464, and 465.

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

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

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

where:

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

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

**Table 9
Placement Slump Requirements**

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

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

Article 421.2.6, "Mix Design Options", is voided and replaced with the following.

Option 1. Replace cement with at least the minimum dosage listed in the Fly Ash MPL for the fly ash used in the mixture. Do not replace more than 50% of the cement with fly ash.

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

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

Option 4. Use Type IP, Type IS, or Type IT cement as allowed in Table 8 for each class of concrete. Up to 10% of a Type IP, Type IS, or Type IT cement may be replaced with fly ash, slag cement, or silica fume. Use no more than 10% silica fume in the final cementitious material mixture if the Type IT cement contains silica fume, and silica fume is used to replace the cement.

Option 5. Option 5 is left intentionally blank.

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

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

$$\text{lb. alkali per cu. yd.} = \frac{(\text{lb. cement per cu. yd.}) \times (\% \text{ Na}_2\text{O equivalent in cement})}{100}$$

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

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

Provide a certified test report signed and sealed by a licensed professional engineer, when HPC is required, and less than 20% of the cement is replaced with SCMs, demonstrating ASTM C1202 test results indicate the permeability of the concrete is less than 1,500 coulombs tested immediately after either of the following curing schedules:

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

Table 10
Option 8 Testing and Mix Design Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Special Provision to Item 442

Metal for Structures



Item 442, "Metal for Structures" of the Standard Specifications is amended with respect to the clause cited below. No other clauses or requirements of this Item are waived or changed.

Section 442.2.1.3.3., "Fasteners." The first sentence of the first paragraph is replaced by the following:

Fasteners. Provide high-strength bolts that meet ASTM F3125-Grade A325 unless otherwise shown on the plans.

Section 442.2.1.3.3., "Fasteners." The third paragraph is deleted and not replaced.

Special Provision to Item 446

Field Cleaning and Painting Steel



For this project, Item 446, "Field Cleaning and Painting Steel," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Section 446.4.1., "Qualification," the first and second paragraphs are voided and replaced by the following:

Submit to the Engineer documentation verifying SSPC QP 1 or NACE NIICAP AS-1 certification for work requiring the removal or application of coatings. Additionally, submit to the Engineer documentation verifying SSPC QP 2 Cat A or NACE NIICAP AS-2 certification when work requires removal of coatings containing hazardous materials. Maintain certifications throughout the project. No work may be performed without current and active certifications unless otherwise shown on the plans. The Engineer may waive certification requirements for minor, touch-up repair work and coating steel members repaired in accordance with Item 784, "Steel Member Repair."

The Engineer may waive certification requirements, when stated on the plans, for the purpose of qualification in either contractor certification program if the project has been accepted as a qualification project as part of the process for obtaining SSPC QP1 Cat A or NACE NIICAP AS-1 certification. Submit certification applications and proof of acceptance before beginning work or provide SSPC QP 7 certification when required on the plans.

Section 446.4.7.3.2., "Classes of Cleaning," is amended with the following:

Prepare all surfaces of painted steel members subsequently exposed from structural operations, such as deck removal or steel repair, in accordance with this Item. Prevent loose or damaged paint from entering the environment.

Special Provision to Item 502

Barricades, Signs and Traffic Handling



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

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

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

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

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

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

Special Provision to Item 506

Temporary Erosion, Sedimentation, and Environmental Controls



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

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

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

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

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

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

4.2. **Implementation.**

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

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

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

4.3. **General.**

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

- 4.3.2. **Stabilization.** Initiate stabilization for disturbed areas no more than 14 days after the construction activities in that portion of the site has temporarily or permanently ceased. Establish a uniform vegetative cover or use another stabilization practice as approved.
- 4.3.3. **Finished Work.** Upon the Engineer's acceptance of vegetative cover or other stabilization practice, remove and dispose of all temporary control measures unless otherwise directed. Complete soil disturbing activities and establish a uniform perennial vegetative cover. A project will not be considered for acceptance until a vegetative cover of 70% density of existing adjacent undisturbed areas is obtained or equivalent permanent stabilization is obtained as approved.
- 4.3.4. **Restricted Activities and Required Precautions.** Do not discharge onto the ground or surface waters any pollutants such as chemicals, raw sewage, fuels, lubricants, coolants, hydraulic fluids, bitumens, or any other petroleum product. Operate and maintain equipment on site in a manner as to prevent actual or potential water pollution. Manage, control, and dispose of litter on site such that no adverse impacts to water quality occur. Prevent dust from creating a potential or actual unsafe condition, public nuisance, or condition endangering the value, utility, or appearance of any property. Wash out concrete trucks only in approved contained areas. Use appropriate controls to minimize the offsite transport of suspended sediments and other pollutants if it is necessary to pump or channel standing water (i.e. dewatering). Prevent discharges that would contribute to a violation of Edwards Aquifer Rules, water quality standards, the impairment of a listed water body, or other state or federal law.

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

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

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

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

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

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

Special Provision to Item 540 Metal Beam Guard Fence



Item 540, "Metal Beam Guard Fence" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 540.4.7, "Measurement," is voided and replaced with the following:

Long Span System. Measurement will be by each long span system, complete in place. Each long span system will be from the first CRT to the last CRT in the system.

Special Provision to Special Specification 6185

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



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

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

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

Special Specification 6185

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



1. DESCRIPTION

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

2. MATERIALS

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

3. CONSTRUCTION

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

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

4. MEASUREMENT

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

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

5. PAYMENT

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

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