

Control	0864-01-068
Project	F 2B24(397)
Highway	FM 494
County	HIDALGO

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 WIDEN ROAD - ADD LANES HIDALGO 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 452 working days and will be accepted when fully completed and finished to the satisfaction of the Executive Director or designee.

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

ONE HUNDRED THOUSAND (Dollars) (\$100,000)

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

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

By signing the proposal the bidder certifies:

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

• **Signed: ****

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

Print Name:

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

Title:

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

Company:

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

- Signatures to comply with Item 2 of the specifications.

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

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

NOTICE TO CONTRACTORS

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

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

TEXAS DEPARTMENT OF TRANSPORTATION

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS,

That we, (Contractor Name) _____

Hereinafter called the Principal, and (Surety Name) _____

a corporation or firm duly authorized to transact surety business in the State of Texas, hereinafter called the Surety, are held and firmly bound unto the Texas Department of Transportation, hereinafter called the 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:

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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	0864-01-068
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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
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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.				
	100	6002		PREPARING ROW DOLLARS and CENTS	STA	123.000	1
	104	6001		REMOVING CONC (PAV) DOLLARS and CENTS	SY	8,000.000	2
	104	6009		REMOVING CONC (RIPRAP) DOLLARS and CENTS	SY	1,375.000	3
	104	6017		REMOVING CONC (DRIVEWAYS) DOLLARS and CENTS	SY	3,494.000	4
	105	6025		REMOVING STAB BASE AND ASPH PAV(10") DOLLARS and CENTS	CY	2,500.000	5
	110	6001		EXCAVATION (ROADWAY) DOLLARS and CENTS	CY	51,589.000	6
	132	6006		EMBANKMENT (FINAL)(DENS CONT)(TY C) DOLLARS and CENTS	CY	12,684.000	7
	134	6001		BACKFILL (TY A) DOLLARS and CENTS	STA	20.000	8
	160	6005		FURNISHING AND PLACING TOPSOIL DOLLARS and CENTS	CY	100.000	9
	164	6023		CELL FBR MLCH SEED(PERM)(RURAL)(CLAY) DOLLARS and CENTS	SY	36,796.000	10
	164	6029		CELL FBR MLCH SEED(TEMP)(WARM) DOLLARS and CENTS	SY	36,796.000	11

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	168	6001		VEGETATIVE WATERING DOLLARS and CENTS	MG	634.000	12
	204	6003		SPRINKLING (DUST CONTROL) DOLLARS and CENTS	MG	493.000	13
	216	6001		PROOF ROLLING DOLLARS and CENTS	HR	225.000	14
	247	6225	005	FL BS (RDWY DEL)(TY E GR 4)(FNAL POS) DOLLARS and CENTS	CY	19,050.000	15
	251	6094		REWRKING BS MTRL(TY B)(5")(DC)(ORG POS) DOLLARS and CENTS	CY	19,050.000	16
	275	6001		CEMENT DOLLARS and CENTS	TON	3,365.000	17
	275	6061		CEM TRT (MX EXT MTL/NW BASE)(DC)(10") DOLLARS and CENTS	SY	137,158.000	18
	275	6080		CEMENT TREAT (SUBGRADE)(12") DOLLARS and CENTS	SY	139,987.000	19
	305	6067		SALV,HAUL & STKPL RECL ASPH PAV (4.5") DOLLARS and CENTS	SY	55,057.000	20
	310	6009		PRIME COAT (MC-30) DOLLARS and CENTS	GAL	27,997.000	21
	400	6005	001	CEM STABIL BKFL DOLLARS and CENTS	CY	3,422.000	22
	400	6006	001	CUT & RESTORING PAV DOLLARS and CENTS	SY	633.000	23

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	400	6010	001	STRUCT EXCAV (SPECIAL) DOLLARS and CENTS	CY	4,802.000	24
	400	6011	001	SAND BACKFILL DOLLARS and CENTS	CY	14,118.000	25
	400	6014	001	ROCK BACKFILL DOLLARS and CENTS	CY	336.000	26
	402	6001		TRENCH EXCAVATION PROTECTION DOLLARS and CENTS	LF	16,998.000	27
	416	6030		DRILL SHAFT (TRF SIG POLE) (24 IN) DOLLARS and CENTS	LF	48.000	28
	416	6032		DRILL SHAFT (TRF SIG POLE) (36 IN) DOLLARS and CENTS	LF	105.600	29
	420	6071	001	CL C CONC (COLLAR) DOLLARS and CENTS	EA	3.000	30
	432	6002		RIPRAP (CONC)(5 IN) DOLLARS and CENTS	CY	130.400	31
	462	6029	002	CONC BOX CULV (10 FT X 5 FT) DOLLARS and CENTS	LF	194.500	32
	462	6031	002	CONC BOX CULV (10 FT X 7 FT) DOLLARS and CENTS	LF	46.000	33
	462	6101	002	CONC BOX CULV (10 FT X 4 FT) DOLLARS and CENTS	LF	288.000	34
	464	6038	001	RC PIPE (CL III)(18 IN)(SPL) DOLLARS and CENTS	LF	2,944.000	35

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	464	6039	001	RC PIPE (CL III)(24 IN)(SPL) DOLLARS and CENTS	LF	225.000	36
	464	6040	001	RC PIPE (CL III)(30 IN)(SPL) DOLLARS and CENTS	LF	322.000	37
	464	6041	001	RC PIPE (CL III)(36 IN)(SPL) DOLLARS and CENTS	LF	635.000	38
	464	6042	001	RC PIPE (CL III)(42 IN)(SPL) DOLLARS and CENTS	LF	976.000	39
	464	6043	001	RC PIPE (CL III)(48 IN)(SPL) DOLLARS and CENTS	LF	3,699.000	40
	464	6044	001	RC PIPE (CL III)(54 IN)(SPL) DOLLARS and CENTS	LF	5,111.000	41
	464	6045	001	RC PIPE (CL III)(60 IN)(SPL) DOLLARS and CENTS	LF	1,184.000	42
	464	6064	001	RC PIPE (CL IV) (60 IN) (SPL) DOLLARS and CENTS	LF	432.000	43
	465	6013	001	INLET (COMPL)(PCO)(3FT)(NONE) DOLLARS and CENTS	EA	2.000	44
	465	6014	001	INLET (COMPL)(PCO)(3FT)(LEFT) DOLLARS and CENTS	EA	10.000	45
	465	6015	001	INLET (COMPL)(PCO)(3FT)(RIGHT) DOLLARS and CENTS	EA	14.000	46
	465	6016	001	INLET (COMPL)(PCO)(3FT)(BOTH) DOLLARS and CENTS	EA	9.000	47

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	465	6018	001	INLET (COMPL)(PCO)(4FT)(LEFT) DOLLARS and CENTS	EA	1.000	48
	465	6019	001	INLET (COMPL)(PCO)(4FT)(RIGHT) DOLLARS and CENTS	EA	1.000	49
	465	6020	001	INLET (COMPL)(PCO)(4FT)(BOTH) DOLLARS and CENTS	EA	1.000	50
	465	6022	001	INLET (COMPL)(PCO)(5FT)(LEFT) DOLLARS and CENTS	EA	1.000	51
	465	6023	001	INLET (COMPL)(PCO)(5FT)(RIGHT) DOLLARS and CENTS	EA	1.000	52
	465	6024	001	INLET (COMPL)(PCO)(5FT)(BOTH) DOLLARS and CENTS	EA	1.000	53
	465	6025	001	INLET (COMPL)(PCO)(6FT)(NONE) DOLLARS and CENTS	EA	5.000	54
	465	6026	001	INLET (COMPL)(PCO)(6FT)(LEFT) DOLLARS and CENTS	EA	10.000	55
	465	6027	001	INLET (COMPL)(PCO)(6FT)(RIGHT) DOLLARS and CENTS	EA	7.000	56
	465	6028	001	INLET (COMPL)(PCO)(6FT)(BOTH) DOLLARS and CENTS	EA	7.000	57
	465	6030	001	INLET (COMPL)(PCU)(3FT)(LEFT) DOLLARS and CENTS	EA	1.000	58
	465	6032	001	INLET (COMPL)(PCU)(3FT)(BOTH) DOLLARS and CENTS	EA	1.000	59

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	465	6043	001	INLET (COMPL)(PCU)(6FT)(RIGHT) DOLLARS and CENTS	EA	1.000	60
	465	6044	001	INLET (COMPL)(PCU)(6FT)(BOTH) DOLLARS and CENTS	EA	1.000	61
	465	6152	001	INLET (COMPL)(PAZD)(RC)(3FTX3FT) DOLLARS and CENTS	EA	13.000	62
	465	6284	001	MANHOLE (COMPL)(SPECIAL) DOLLARS and CENTS	EA	1.000	63
	466	6003		HEADWALL (CH - FW - 0) (DIA= 18 IN) DOLLARS and CENTS	EA	1.000	64
	466	6171		WINGWALL (PW - 1) (HW=10 FT) DOLLARS and CENTS	EA	4.000	65
	466	6183		WINGWALL (PW - 1) (HW=8 FT) DOLLARS and CENTS	EA	1.000	66
	496	6002		REMOV STR (INLET) DOLLARS and CENTS	EA	2.000	67
	496	6004		REMOV STR (SET) DOLLARS and CENTS	EA	60.000	68
	496	6006		REMOV STR (HEADWALL) DOLLARS and CENTS	EA	5.000	69
	496	6007		REMOV STR (PIPE) DOLLARS and CENTS	LF	1,964.000	70
	496	6008		REMOV STR (BOX CULVERT) DOLLARS and CENTS	LF	167.000	71

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	500	6001		MOBILIZATION DOLLARS and CENTS	LS	1.000	72
	502	6001	008	BARRICADES, SIGNS AND TRAFFIC HAN- DLING DOLLARS and CENTS	MO	26.000	73
	506	6021	005	CONSTRUCTION EXITS (INSTALL) (TY 2) DOLLARS and CENTS	SY	720.000	74
	506	6024	005	CONSTRUCTION EXITS (REMOVE) DOLLARS and CENTS	SY	720.000	75
	506	6038	005	TEMP SEDMT CONT FENCE (INSTALL) DOLLARS and CENTS	LF	100.000	76
	506	6039	005	TEMP SEDMT CONT FENCE (REMOVE) DOLLARS and CENTS	LF	100.000	77
	506	6041	005	BIODEG EROSN CONT LOGS (INSTL) (12") DOLLARS and CENTS	LF	1,095.000	78
	506	6043	005	BIODEG EROSN CONT LOGS (REMOVE) DOLLARS and CENTS	LF	1,095.000	79
	508	6001		CONSTRUCTING DETOURS DOLLARS and CENTS	SY	13,794.000	80
	512	6009		PORT CTB (FUR & INST)(LOW PROF)(TY 1) DOLLARS and CENTS	LF	1,740.000	81
	512	6010		PORT CTB (FUR & INST)(LOW PROF)(TY 2) DOLLARS and CENTS	LF	280.000	82
	512	6033		PORT CTB (MOVE)(LOW PROF)(TY 1) DOLLARS and CENTS	LF	1,900.000	83

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	512	6034		PORT CTB (MOVE)(LOW PROF)(TY 2) DOLLARS and CENTS	LF	440.000	84
	512	6057		PORT CTB (REMOVE)(LOW PROF)(TY 1) DOLLARS and CENTS	LF	1,740.000	85
	512	6058		PORT CTB (REMOVE)(LOW PROF)(TY 2) DOLLARS and CENTS	LF	280.000	86
	529	6028		CONC CURB & GUTTER (TY B) (MOUNT- ABLE) DOLLARS and CENTS	LF	22,976.000	87
	529	6031		CONC CURB & GUTTER(VALLEY GUT- TER)(48") DOLLARS and CENTS	LF	269.000	88
	530	6004		DRIVEWAYS (CONC) DOLLARS and CENTS	SY	2,045.000	89
	530	6005		DRIVEWAYS (ACP) DOLLARS and CENTS	SY	2,259.000	90
	531	6001		CONC SIDEWALKS (4") DOLLARS and CENTS	SY	14,063.000	91
	531	6004		CURB RAMPS (TY 1) DOLLARS and CENTS	EA	27.000	92
	531	6013		CURB RAMPS (TY 10) DOLLARS and CENTS	EA	8.000	93
	542	6001		REMOVE METAL BEAM GUARD FENCE DOLLARS and CENTS	LF	884.000	94
	542	6002		REMOVE TERMINAL ANCHOR SECTION DOLLARS and CENTS	EA	11.000	95

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	542	6003		REMOVE DOWNSTREAM ANCHOR TERMINAL DOLLARS and CENTS	EA	3.000	96
	560	6014		MAILBOX INSTALL-S (TWG-POST) TY 4 DOLLARS and CENTS	EA	48.000	97
	560	6023		MAILBOX INSTALL-M (TWG-POST) TY 4 DOLLARS and CENTS	EA	3.000	98
	618	6016		CONDT (PVC) (SCH 40) (1") DOLLARS and CENTS	LF	280.000	99
	618	6023		CONDT (PVC) (SCH 40) (2") DOLLARS and CENTS	LF	3,160.000	100
	618	6033		CONDT (PVC) (SCH 40) (4") DOLLARS and CENTS	LF	90.000	101
	618	6059		CONDT (PVC) (SCH 80) (4") (BORE) DOLLARS and CENTS	LF	755.000	102
	620	6007		ELEC CONDR (NO.8) BARE DOLLARS and CENTS	LF	1,235.000	103
	620	6009		ELEC CONDR (NO.6) BARE DOLLARS and CENTS	LF	145.000	104
	620	6010		ELEC CONDR (NO.6) INSULATED DOLLARS and CENTS	LF	230.000	105
	621	6005		TRAY CABLE (4 CONDR) (12 AWG) DOLLARS and CENTS	LF	1,520.000	106
	624	6002		GROUND BOX TY A (122311)W/APRON DOLLARS and CENTS	EA	26.000	107

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	624	6010		GROUND BOX TY D (162922)W/APRON DOLLARS and CENTS	EA	2.000	108
	624	6028		REMOVE GROUND BOX DOLLARS and CENTS	EA	17.000	109
	625	6003		ZINC-COAT STL WIRE STRAND (3/8") DOLLARS and CENTS	LF	2,000.000	110
	628	6002		REMOVE ELECTRICAL SERVICES DOLLARS and CENTS	EA	3.000	111
	628	6301		ELC SRV TY T 120/240 000(NS)GS(L)TS(O) DOLLARS and CENTS	EA	4.000	112
	636	6001	001	ALUMINUM SIGNS (TY A) DOLLARS and CENTS	SF	100.000	113
	644	6027		IN SM RD SN SUP&AM TYS80(1)SA(P) DOLLARS and CENTS	EA	23.000	114
	644	6030		IN SM RD SN SUP&AM TYS80(1)SA(T) DOLLARS and CENTS	EA	6.000	115
	644	6070		RELOCATE SM RD SN SUP&AM TY S80 DOLLARS and CENTS	EA	27.000	116
	644	6076		REMOVE SM RD SN SUP&AM DOLLARS and CENTS	EA	10.000	117
	662	6008		WK ZN PAV MRK NON-REMOV (W)6"(SLD) DOLLARS and CENTS	LF	30,125.000	118
	662	6016		WK ZN PAV MRK NON-REMOV (W)24"(SLD) DOLLARS and CENTS	LF	358.000	119

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	662	6035		WK ZN PAV MRK NON-REMOV (Y)6"(BRK) DOLLARS and CENTS	LF	467.000	120
	662	6037		WK ZN PAV MRK NON-REMOV (Y)6"(SLD) DOLLARS and CENTS	LF	39,186.000	121
	662	6050		WK ZN PAV MRK REMOV (REFL) TY II-A-A DOLLARS and CENTS	EA	1,512.000	122
	662	6065		WK ZN PAV MRK REMOV (W)6"(DOT) DOLLARS and CENTS	LF	684.000	123
	662	6067		WK ZN PAV MRK REMOV (W)6"(SLD) DOLLARS and CENTS	LF	32,682.000	124
	662	6071		WK ZN PAV MRK REMOV (W)8"(SLD) DOLLARS and CENTS	LF	2,689.000	125
	662	6097		WK ZN PAV MRK REMOV (Y)6"(DOT) DOLLARS and CENTS	LF	107.000	126
	662	6098		WK ZN PAV MRK REMOV (Y)6"(SLD) DOLLARS and CENTS	LF	31,819.000	127
	662	6109		WK ZN PAV MRK SHT TERM (TAB)TY W DOLLARS and CENTS	EA	2,500.000	128
	662	6110		WK ZN PAV MRK SHT TERM (TAB)TY Y DOLLARS and CENTS	EA	3,000.000	129
	666	6036	007	REFL PAV MRK TY I (W)8"(SLD)(100MIL) DOLLARS and CENTS	LF	4,632.000	130
	666	6048	007	REFL PAV MRK TY I (W)24"(SLD)(100MIL) DOLLARS and CENTS	LF	2,873.000	131

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	666	6054	007	REFL PAV MRK TY I (W)(ARROW)(100MIL) DOLLARS and CENTS	EA	49.000	132
	666	6078	007	REFL PAV MRK TY I (W)(WORD)(100MIL) DOLLARS and CENTS	EA	34.000	133
	666	6306	007	RE PM W/RET REQ TY I (W)6"(BRK)(100MIL) DOLLARS and CENTS	LF	5,150.000	134
	666	6309	007	RE PM W/RET REQ TY I (W)6"(SLD)(100MIL) DOLLARS and CENTS	LF	33,476.000	135
	666	6318	007	RE PM W/RET REQ TY I (Y)6"(BRK)(100MIL) DOLLARS and CENTS	LF	5,050.000	136
	666	6321	007	RE PM W/RET REQ TY I (Y)6"(SLD)(100MIL) DOLLARS and CENTS	LF	33,131.000	137
	672	6007		REFL PAV MRKR TY I-C DOLLARS and CENTS	EA	527.000	138
	672	6009		REFL PAV MRKR TY II-A-A DOLLARS and CENTS	EA	1,070.000	139
	677	6001		ELIM EXT PAV MRK & MRKS (4") DOLLARS and CENTS	LF	53,157.000	140
	677	6003		ELIM EXT PAV MRK & MRKS (8") DOLLARS and CENTS	LF	116.000	141
	677	6005		ELIM EXT PAV MRK & MRKS (12") DOLLARS and CENTS	LF	443.000	142
	677	6007		ELIM EXT PAV MRK & MRKS (24") DOLLARS and CENTS	LF	67.000	143

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	677	6008		ELIM EXT PAV MRK & MRKS (ARROW) DOLLARS and CENTS	EA	3.000	144
	677	6012		ELIM EXT PAV MRK & MRKS (WORD) DOLLARS and CENTS	EA	2.000	145
	680	6002	006	INSTALL HWY TRF SIG (ISOLATED) DOLLARS and CENTS	EA	2.000	146
	680	6004	006	REMOVING TRAFFIC SIGNALS DOLLARS and CENTS	EA	2.000	147
	681	6001		TEMP TRAF SIGNALS DOLLARS and CENTS	EA	3.000	148
	682	6001		VEH SIG SEC (12")LED(GRN) DOLLARS and CENTS	EA	16.000	149
	682	6002		VEH SIG SEC (12")LED(GRN ARW) DOLLARS and CENTS	EA	8.000	150
	682	6003		VEH SIG SEC (12")LED(YEL) DOLLARS and CENTS	EA	20.000	151
	682	6004		VEH SIG SEC (12")LED(YEL ARW) DOLLARS and CENTS	EA	16.000	152
	682	6005		VEH SIG SEC (12")LED(RED) DOLLARS and CENTS	EA	16.000	153
	682	6006		VEH SIG SEC (12")LED(RED ARW) DOLLARS and CENTS	EA	8.000	154
	682	6018		PED SIG SEC (LED)(COUNTDOWN) DOLLARS and CENTS	EA	16.000	155

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	682	6051		BACKPLATE W/REFL BRDR(3 SEC)ALUM DOLLARS and CENTS	EA	16.000	156
	682	6052		BACKPLATE W/REFL BRDR(4 SEC)ALUM DOLLARS and CENTS	EA	8.000	157
	684	6007		TRF SIG CBL (TY A)(12 AWG)(2 CONDR) DOLLARS and CENTS	LF	2,825.000	158
	684	6010		TRF SIG CBL (TY A)(12 AWG)(5 CONDR) DOLLARS and CENTS	LF	4,880.000	159
	684	6012		TRF SIG CBL (TY A)(12 AWG)(7 CONDR) DOLLARS and CENTS	LF	1,690.000	160
	684	6080		TRF SIG CBL (TY C)(14 AWG)(2 CONDR) DOLLARS and CENTS	LF	11,025.000	161
	685	6001		INSTALL RDSB FLASH BEACON ASSEMBLY DOLLARS and CENTS	EA	2.000	162
	685	6003		REMOVE RDSB FLASH BEACON ASSEMBLY DOLLARS and CENTS	EA	1.000	163
	686	6007		INS TRF SIG PL AM (S)STR(TY B) DOLLARS and CENTS	EA	2.000	164
	686	6008		INS TRF SIG PL AM (S)STR(TY B)LUM DOLLARS and CENTS	EA	6.000	165
	687	6001		PED POLE ASSEMBLY DOLLARS and CENTS	EA	8.000	166
	688	6001		PED DETECT PUSH BUTTON (APS) DOLLARS and CENTS	EA	16.000	167

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	688	6003		PED DETECTOR CONTROLLER UNIT DOLLARS and CENTS	EA	2.000	168
	688	6004		VEH LP DETECT (SAWCUT) DOLLARS and CENTS	LF	3,167.000	169
	690	6038		REMOVAL OF CONTROL CABINET(GRND MNT) DOLLARS and CENTS	EA	2.000	170
	752	6006		TREE REMOVAL (12" - 18" DIA) DOLLARS and CENTS	EA	197.000	171
	1007	6001		IRRIGATION GATE (18") DOLLARS and CENTS	EA	1.000	172
	1007	6006		IRRIGATION GATE (24") DOLLARS and CENTS	EA	2.000	173
	1007	6008		IRRIGATION WELL (48") DOLLARS and CENTS	EA	3.000	174
	1007	6016		IRRIGATION WELL (60") DOLLARS and CENTS	EA	4.000	175
	1008	6001		PRSSR IRRIG PVC PIPE (18") DOLLARS and CENTS	LF	318.000	176
	1008	6002		PRSSR IRRIG PVC PIPE (24") DOLLARS and CENTS	LF	606.000	177
	3077	6010		SP MIXES SP-B SAC-B PG76-22 DOLLARS and CENTS	TON	25,516.000	178
	3077	6033		SP MIXES SP-C SAC-A PG76-22 DOLLARS and CENTS	TON	14,998.000	179

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	3084	6001		BONDING COURSE DOLLARS and CENTS	GAL	9,209.000	180
	4024	6028		RC LOW HEAD PRSSR PIPE (CL III)(60") DOLLARS and CENTS	LF	288.000	181
	4024	6029		RC LOW HEAD PRSSR PIPE (CL III)(48") DOLLARS and CENTS	LF	320.000	182
	5001	6002		GEOGRID BASE REINFORCEMENT (TY II) DOLLARS and CENTS	SY	139,987.000	183
	6001	6001		PORTABLE CHANGEABLE MESSAGE SIGN DOLLARS and CENTS	DAY	100.000	184
	6001	6002		PORTABLE CHANGEABLE MESSAGE SIGN DOLLARS and CENTS	EA	2.000	185
	6185	6002	002	TMA (STATIONARY) DOLLARS and CENTS	DAY	780.000	186
	6185	6005	002	TMA (MOBILE OPERATION) DOLLARS and CENTS	DAY	520.000	187
	7358	6002		WELDED STEEL CASING PIPE (24") DOLLARS and CENTS	LF	271.000	188
	7358	6003		WELDED STEEL CASING PIPE (36") DOLLARS and CENTS	LF	550.000	189

CERTIFICATION OF INTEREST IN OTHER BID PROPOSALS FOR THIS WORK

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

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

_____ YES

_____ NO

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

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

<p>1. Type of Federal Action:</p> <ul style="list-style-type: none"> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance 	<p>2. Status of Federal Action:</p> <ul style="list-style-type: none"> a. bid/offer/application b. initial award c. post-award 	<p>3. Report Type:</p> <ul style="list-style-type: none"> a. initial filing b. grant <p style="margin-left: 20px;">For material change only:</p> <p style="margin-left: 40px;">year _____ quarter _____</p> <p style="margin-left: 40px;">date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p>? Prime ? Subawardee</p> <p style="margin-left: 40px;">Tier _____, if known:</p> <p>Congressional District, if known:</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p>		<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>
<p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ actual planned</p>	<p>13. Type of Payment (check all that apply):</p> <ul style="list-style-type: none"> a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other; specify: _____ 	
<p>12. Form of Payment (check all that apply)</p> <ul style="list-style-type: none"> a. cash b. in-kind; specify: nature _____ <li style="margin-left: 40px;">value _____ 		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</p> <p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: ? Yes ? No</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: _____ Date: _____</p>	
<p>FEDERAL USE ONLY</p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>

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

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

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

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

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

0348-0046

CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

CONTRACTOR'S ASSURANCE

(Subcontracts-Federal Aid Projects)

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

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

ENGINEER SEAL

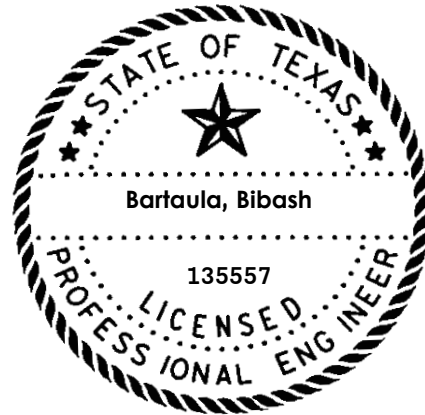
Control 0864-01-068

Project F 2B24(397)

Highway FM 494

County HIDALGO

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
Bartaula, Bibash, P.E.
MAY 31, 2024

2014 SPECS GENERAL NOTES:

General Requirements and Covenants to ITEMS 1 thru 9:

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

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

The 1-800 call services for utility locations do not include TxDOT facilities. Contact the Pharr District Signal Section (956-702-6225) for coordination regarding TxDOT underground lines.

ITEM 2: Instructions to Bidders

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

Hector Siller, P.E., Pharr Area Engineer;
Jesus Noriega, P.E., Assist. Area Engineer;

Hector.Siller@txdot.gov
Jesus.Noriega@txdot.gov

Contractor questions will be accepted through email, phone, and in person by the above individuals. Questions may also be submitted via the Letting Pre-Bid Q&A web page. This webpage can be accessed from the Notice to Contractors dashboard located at the following Address:

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

All contractor questions will be reviewed by the Engineer. All questions and any corresponding responses that are generated will be posted through the same Letting Pre-Bid Q&A web page.

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

Information found on TxDOT's FTP server will be considered for informational purposes only.

[Index of /pub/txdot-info/Pre-Letting Responses/Pharr District/21-Pharr District \(Construction\) \(state.tx.us\)](https://pub.txdot-info/Pre-Letting Responses/Pharr District/21-Pharr District (Construction) (state.tx.us))

ITEM 5: Control of the Work

The responsibility for the construction surveying on this contract will be in accordance with Article 5.9.1., “Method A.”

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

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

ITEM 6: Control of Materials

To comply with the latest provisions of Build America, Buy America Act (BABA Act) of the Bipartisan Infrastructure Law, the contractor must submit an original of the TxDOT Construction Material Buy America Certification Form for all items classified as construction materials. This form is not required for materials classified as a manufactured product.

Refer to the Buy America Material Classification Sheet for clarification on material categorization.

The Buy America Material Classification Sheet is located at the below link.

<https://www.txdot.gov/business/resources/materials/buy-america-material-classification-sheet.html> for clarification on material categorization.

ITEM 7: Legal Relations and Responsibilities

Roadway or Lane closures during the following key dates and/or special events are prohibited:

- National Holidays
- The day before a National Holiday
- During emergency events such as natural disasters or as directed by the Engineer

404 Permit Requirements:

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

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

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

Project Specific Locations (PSL's) Coordination

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

The Contractor shall provide the department with a copy of all consultation(s), or approval(s), from the USACE prior to initiating activities.

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

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

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

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

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

ITEM 8: Prosecution and Progress

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

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

Working days will be computed and charged in accordance with Article 8.3.1.6. defined as follows:

Work and time charges will continue until the start of the bird nesting season. Upon the start of the bird nesting season, work and time charges will stop for a maximum period of 120-Working days for the bird nesting season delay to be completed. Time charges in accordance with Article 8.3.1.4. will resume at the end of the 120-day bird nesting season delay or earlier if mutually agreed in writing by the Engineer and Contractor.

Prepare progress schedules using the Critical Path Method (CPM). Also provide a Project Schedule Summary Report (PSSR) in accordance with Article 8.5.5.2.3.1.

Working within the vicinity of known utility conflicts prior to the respective dates listed on Special Provision 000-1612 is solely the risk of the Contractor. The Department will not consider either monetary or time relief for inefficient work or any other impacts prior to the respective utility dates.

ITEM 100: Preparing Right of Way

Clearing & grubbing shall be executed in accordance with the District Clearing and Grubbing detail sheets.

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

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

ITEM 132: Embankment

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

1. The material shall be such as to produce a well-bonded embankment and shall have a minimum PI of 8 and a maximum PI of 30.

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

ITEM 134: Backfilling Pavement Edges

Areas to be backfilled shall extend approximately 3-ft out from the edges of the proposed overlay. Final slopes shall be uniform and smooth. The 100-foot station payment includes backfilling of both sides.

Backfill Ty A shall not contain particles more than two inches in size and shall have a minimum PI of 10 and a maximum PI of 20.

Any additional backfill material necessary due to pre-existing edge conditions or to replace existing fill removed during blading operations will not be paid for directly. It will be considered subsidiary to this bid Item.

ITEM 160: Topsoil

Use topsoil as needed and directed by the Project Engineer for select problem areas. Unless otherwise approved by the Project Engineer, use topsoil from approved sources outside the right

of way as per standard specifications. Existing topsoil is to be salvaged and retained for re-use on the project as topsoil.

ITEM 164: Seeding for Erosion Control

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

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

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

Seed mixture shall be as specified under Item 164.

ITEM 166: Fertilizer

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

Fertilizer shall be homogenized.

ITEM 247: Flexible Base

Flexible Base Type E will be composed of caliche (argillaceous Limestone, calcareous or calcareous clay particles) and may contain stone, conglomerate, gravel, sand, or granular materials when these materials are in situ with the caliche.

Flexible Base (TY E GR 4) caliche shall conform to the following requirements:

Table 1: Gradation Requirements for Flexible Base

Retained on Sq. Sieve:	Percent Retained
2"	0
1/2"	20-60
No. 4	40-75
No. 40	70-90
Max. PI	15
Max. Wet Ball PI	15
Wet Ball Mill Max. Amount	50
Min. Comp. Strength PSI	150 at 15 PSI lateral pressure
Triaxial Test	Tex-117-E

The Wet Ball Test (Tex-116-E) shall be run and the Plasticity Index of the material passing the No.40 sieve shall be determined (Wet Ball PI).

Flexible Base (TY E GR 4) caliche shall meet minimum compressive strength specified on Table 1 Gradation Requirements for Flexible Base above.

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

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

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

Perform base ride quality testing for all base with only one lift of ACP or a seal coat as the final surface in accordance with Item 247. Perform base ride quality testing before placing the ACP or seal coat.

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

ITEM 251: Reworking Base Courses

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

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

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

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

Proof roll the roadbed in accordance with Item 216, "Proof Rolling." Correct soft spots as directed.

ITEM 275: Cement Treatment (Road-Mixed)

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

The percent of density as determined by Tex-120-E for the new and salvage Flexible Base shall be a minimum of 98% for all courses.

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

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

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

ITEM 276: Cement Treatment (Plant-Mixed)

The percent of density as determined by Tex-120-E for the new and salvage Flexible Base shall be a minimum of 98% for all courses.

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

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

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ITEM 292: Asphalt Treatment (Plant-Mixed)

Design will be based on Tex- 204-F using the Superpave Gyratory Compactor. Design the mixture at 100 gyrations. (Ndesign) Use a target laboratory-molded density of 96%. Use an asphalt content between 3% and 9%.

Place asphalt treated base in layers between 3 to 4 inches.

Use Flexible Base TY E GR 4 in accordance with Item 247. TY A GR 1 may be used in lieu of TY E GR 4 when approved by the Engineer.

Compact asphalt treated base to 93% in place density.

Perform base ride quality testing before placing ACP in accordance with Item 247.

ITEM 3096: Asphalts, Oils, and Emulsions

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

ITEM 301: Asphalt Antistripping Agents

Hydrated Lime shall be added as an Antistripping additive between the rates of 1% minimum and 2.0% maximum by weight for Items 292, 3076, 3077, and 3080. If the Hamburg Wheel Test cannot be met within these limits, Liquid Antistripping agents as approved by the Engineer may be used in conjunction with lime for Items 3076, 3077, and 3080.

ITEM 310: Prime Coat

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

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

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

ITEM 314: Emulsified Asphalt Treatment

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

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ITEM 3077: Superpave Mixtures

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

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

RAP (recycled asphalt pavement) to be recycled will be stockpiled separately from other project sources and Contractor owned RAP. Each stockpile will be clearly marked by the Contractor indicating project source.

The Contractor shall exercise diligence during milling operations in order to avoid contamination.

The RAP stockpiles are subjected to PI and decantation requirements as specified under this Item.

Recycled asphaltic pavement to be salvaged as shown in plans will be available for use as RAP in the hot mix for this project.

RAP (recycled asphalt pavement) to be recycled will be stockpiled separately from other project sources and Contractor owned RAP if the RAP alternate is chosen. Each stockpile will be clearly marked by the Contractor indicating project source.

The Contractor shall exercise diligence during milling operations in order to avoid contamination.

The RAP stockpiles are subjected to PI and decantation requirements as specified under this Item if the RAP alternate is chosen.

Existing asphaltic pavement will be available for use as RAP in the hot-mix or as salvage base as per alternate chosen.

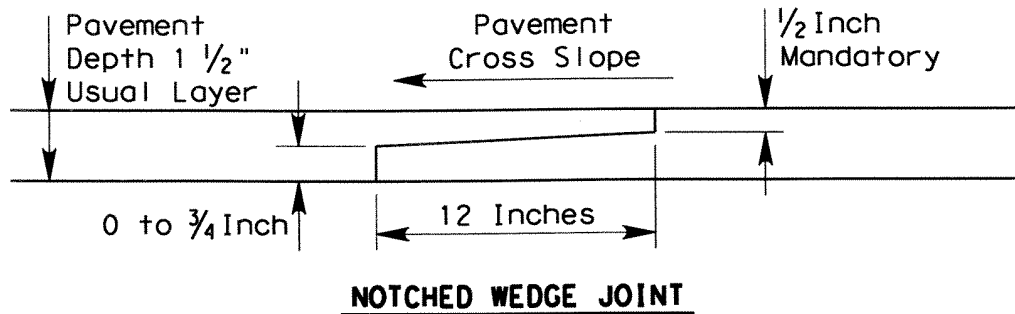
All surplus RAP from this project will remain the property of the Contractor when surplus RAP is not needed.

A portion of RAP generated from this project will remain the property of the State. This quantity can be found on the Estimate and Quantity Tables under Item 305 or Item 354.

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

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

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



The engineer may allow for variances to the dimensions shown.

Public and private driveways need to have a smooth vertical transition between the edge of pavement and the existing driveways. The Contractor is to add a vertical taper if needed which will be subsidiary to Item 3077.

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

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

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

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

ITEM 3084 – Bonding Course

The minimum application rates are listed in Table BC.

The target shear bond strengths are listed in Table BCS. The informational test cores shall be taken once a shift for first 5 lots of placement or a change to placement method of bonding course, bonding material, or hot mix material. The remaining informational test cores shall be

taken once every 3 lots for surface mix. Informational tests are not required for non-surface mix beyond the first 5 lots unless there is a change to placement method of bonding course, bonding material, or hot mix material. Results from these informational tests will not be used for specification compliance.

Table BC

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

Table BCS (For Informational Tests)

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

ITEM 400: Excavation and Backfill for Structures

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

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

Structural Excavation Special (Gravel):

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

ITEM 416: Drilled Shaft Foundations

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

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

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

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

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

ITEM 421: Hydraulic Cement Concrete

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

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

Provide the following items for concrete batch inspection in accordance with specifications outlined in DMS-10101, "Computer Equipment":

- (1) One Desktop Microcomputer or One Laptop Microcomputer
- (2) One Integrated Printer/Scanner/Copier/Fax Unit
- (3) Contractor-Furnished Software
- (4) Hardware

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

Fiber Reinforced Concrete is not permitted.

ITEM 423: Retaining Walls

For MSE walls, provide a system from one approved supplier from the Mechanically Stabilized Earth (MSE) wall systems listed at the following Bridge Division website:

<https://www.txdot.gov/business/resources/highway/bridge/approved-systems/mechanically-stabilized-earth.html>

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

For temporary MSE walls, provide cement stabilized backfill in the 2-ft immediately behind the wall face. Rock backfill will not be permitted.

Provide the following surface finishes to all permanent walls in accordance with Item 427:

- (1) Ashlar Stone form liner finish
- (2) Opaque Sealer coating (color to be determined by the Engineer)

Furnish Type DS backfill for permanent walls in lieu of Type BS.

ITEM 432: Riprap

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

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

ITEM 462: Concrete Box Culverts and Drains

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

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

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

ITEM 464: Reinforced Concrete Pipe

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

Do not use mortar joints.

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

ITEM 465: Junction Boxes, Manholes, and Inlets

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

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

ITEM 466: Headwalls and Wingwalls

Do not use pre-cast headwalls/wingwalls.

ITEM 467: Safety End Treatment

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

ITEM 471: Frames, Grates, Rings, and Covers

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

ITEM 496: Removing Structures

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

ITEM 502: Barricades, Signs, and Traffic Handling

Shadow vehicles equipped with Truck-Mounted Attenuators are required for traffic handling. See notes for Item 6185: Truck Mounted Attenuator/Trailer Attenuator, for additional references pertaining to the TMAs.

A pilot car and radio equipped flaggers shall be required for all undivided roadway locations as directed by the Engineer. The pilot car with necessary flaggers and/or radio equipped flaggers and all signs, equipment, labor, and incidentals required for this method of traffic control will not be paid for directly but shall be considered subsidiary to Item 502.

Replace/relocate all regulatory signs removed due to construction operations with the same sign on fixed support(s) immediately upon its removal. First obtain Project Engineer approval before

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removing any regulatory roadway sign. Required flaggers are to be available to direct traffic during sign intermediate down time.

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

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

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

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

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

ITEM 504: Field Office and Laboratory

Furnish (1) Field Office (Type C).

Furnish for the Department's use in the asphalt laboratory one (1) desktop computer.

ITEM 506: Temporary Erosion, Sedimentation, and Environmental Controls

Before starting each phase of construction, review with the Engineer the SW3P used for temporary erosion control as outlined on the plans. Before construction, place the temporary erosion and sedimentation control features as shown on the SW3P. Location of Construction Exits are to be approved by the Engineer. After completing earthwork operations, restore and reseed the disturbed areas in accordance with the Department's specifications for permanent or temporary erosion control. Before starting grading operations and during the project duration, place the temporary or permanent erosion control measures to prevent sediment from leaving the right of way.

The Contractor Force Account “Erosion Control Maintenance” that has been established for this project is intended to be utilized for work zone Best Management Practice (BMP) maintenance, to improve the effectiveness of the Environmental Controls that may need maintenance attention and/or require replacement while the project is still under the construction stage. These procedures will be mutually agreed upon by the Engineer and the Contractor’s Responsible Person based on weekly or more frequent BMP management reviews on the project. The “Erosion Control Maintenance” is not intended to be used in lieu of bid Items established by the contract.

ITEM 508: Constructing Detours

Flexible Base, prime coat, and Asphaltic Concrete Pavement used for detours shall meet the requirements of Items 247, 310 and 3076 respectively, except for measurement and payment.

ITEM 512: Portable Traffic Barrier

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

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

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

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

ITEM 530: Intersections, Driveways, and Turnouts

Prime coat shall meet the requirements of Item 310.

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

ITEM 531: Sidewalks

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

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ITEM 542: Removing Metal Beam Guard Fence

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

ITEM 560: Mailbox Assemblies

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

ITEM 585: Ride Quality for Pavement Surfaces

Use Surface Test Type "B" for service roads and ramps.

Quality control results shall be submitted to TxDOT the next working day after each day's paving.

Pavement areas with public turnout intersections that carry major traffic volumes will not be subjected to inertial profiler testing. These areas shall be evaluated using the 10-ft. straightedge.

Diamond grinding shall be used to remove localized roughness.

Use Surface Test Type B pay adjustment schedule 3 to evaluate ride quality of the travel lanes in accordance with Item 585, "Ride Quality for Pavement Surfaces." This includes ramps and service road travel lanes.

ITEM 610: Roadway Illumination Assemblies

Luminaires shown on the proposed Traffic Signal installation layout sheets may be shown at an angle for clarity. All luminaires shown shall be installed perpendicular to the main roadway under construction.

Luminaires shown on the proposed Traffic Signal installation layout sheets may be shown at an angle for clarity. All luminaires shown shall be installed perpendicular to the main roadway under construction.

In addition to ED (3)-14, each cable for luminaires shall be identified in each ground box, pole base, or other accessible location with yellow electrical tape wrapped around the cable. The tape marking shall be at least 2 inches.

All luminaires on traffic signal poles shall be rated for 240 vac. All safety lighting poles shall be serviced for 480 vac.

Luminaires installed on traffic signal poles will not be paid for directly but shall be considered subsidiary to the various bid Items of the project.

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

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

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

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

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

ITEM 620: Electrical Conductors

For both transformer and shoe-base type illumination poles, provide double-pole breakaway fuse holder as shown on the Texas Department of Transportation (TxDOT) - Construction Division's (CST) Material Producer List. Category is "Roadway Illumination and Electrical Supplies." Fuse holder is shown on list under Items 610 & 620.

Provide 10-amp time delay fuses.

ITEM 620: Electrical Conductors

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

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

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

ITEM 621: Tray Cable

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

ITEM 628: Electrical Services

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

ITEMS 636: Signs

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

ITEM 644: Small Roadside Sign Assemblies

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

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

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

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

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

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

Existing signs shown to be removed and relocated within this project shall first be identified in the field before they are removed and relocated to their new installation position as determined in the plans. The complete sign assembly shall be removed and the sign with post shall be separated at the concrete foundation. The concrete foundation shall be disposed off in accordance with this bid Item. No sign shall be removed without prior approval.

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

ITEM 656: Foundations for Traffic Control Devices

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

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

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

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

For expressway projects, provide channelizing devices at the ramp connections when temporary pavement marking tabs are placed. These channelizing devices will be subsidiary to Item 502.

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

Any permanent pavement markings or non-removal work zone pavement markings lacking reflectivity in accordance with the requirements of Tex 828-B, or that fail to meet minimum retro reflectivity requirements for longitudinal pavement markings when required, will be addressed

per the requirements of the specification. The roadway will be re-striped at no additional compensation.

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

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

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

ITEM 677: Eliminating Existing Pavement Markings and Markers

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

ITEM 680: Highway Traffic Signals

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

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

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

Signal controller

The signal installations shall be wired in accordance with the phase diagrams in the plans. The proposed base mounted cabinet shall contain 16-phase conflict monitor which display the "R-Y-G" and "Walk" phases. In addition to detecting phasing conflicts, the conflict monitor shall also be able to detect multiple signal head indications within every phase. The conflict monitor shall continue to operate in the event of a power supply failure in the timer and shall be able to retain

in memory the time and date of the failure detection. Time changes shall be programmable in the field without replacing components or use of external devices. The full-actuated controller shall meet N.E.M.A. Specifications.

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

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

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

Existing utilities

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

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

Uniformity in Equipment

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

Handling of Traffic

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

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

Sequence of work

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

ITEM 682: Vehicle and Pedestrian Signal Heads

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

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

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

ITEM 684: Traffic Signal Cables

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

ITEM 685: Roadside Flashing Beacon Assemblies

The roadside flashing beacons shall be installed at locations shown on the signing detail sheets and as shown on Standard Sheet RFBA-13.

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

Grounding and bonding

A continuous bare or green insulated copper wire no. 8 or larger shall be installed in every conduit throughout the electrical and traffic signal system in accordance with Item 680, the Electrical Detail Sheets, and the latest edition of the National Electrical Code.

Existing utilities

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

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

Handling of traffic

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

ITEM 686: Traffic Signal Pole Assemblies (Steel)

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

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

ITEM 688: Pedestrian Detectors and Vehicle Loop Detectors

The Contractor shall install loop vehicle detectors in accordance with the Intersection layouts in the plans or as directed. Each loop detector Lead-In cable shall be tagged inside the controller cabinet with its loop number. The loop amplifiers shall indicate the loop and phase of control or direction of control. Loop wires in street shall be #14 AWG. Pedestrian detectors shall meet the minimum requirements called for by the "Americans with Disabilities Act".

Loop detector lead-in cable shall be continuous from ground box to the controller.

Splices for loop wire will be permitted only at ground boxes or pole base with approved weatherproof splice kits.

A minimum length of 2.0 feet for each cable shall be left in each ground box.

ITEM 1007: Irrigation Wells, Gates, and Valves

If the Contractor elects, a larger size item may be furnished and installed at no extra cost to the State.

Project Number:

Sheet Z

County: Hidalgo

Control: 0864-01-068

Highway: FM 494

ITEM 5001: Geogrid Base Reinforcement

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

ITEM 6185: Truck Mounted Attenuator/Trailer Attenuator

In addition to the shadow vehicles with truck mounted attenuator (TMA) that are specified as being required on the traffic control plan for the project, provide 2 additional shadow vehicle(s) with TMA as per TCP (2-1) -18 as detailed on General Note 5 of this standard sheet; or as per TCP (2-2) -18 as detailed on General Note 7 of this standard sheet; or as per TCP (2-3) -23 as detailed on General Note 8 of this standard sheet. or as per TCP (2-5) -18 as detailed on General Note 4 of this standard sheet.

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

CONTROL : 0864-01-068
PROJECT : F 2B24 (397)
HIGHWAY : FM 494
COUNTY : HIDALGO

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 100 PREPARING RIGHT OF WAY (103)
ITEM 104 REMOVING CONCRETE
ITEM 105 REMOVING TREATED AND UNTREATED BASE AND ASPHALT PAVEMENT
ITEM 110 EXCAVATION (132)
ITEM 132 EMBANKMENT (100) (160) (204) (210) (216) (260) (400)
ITEM 134 BACKFILLING PAVEMENT EDGES (162) (166) (168) (300) (314)
ITEM 160 TOPSOIL (168)
ITEM 164 SEEDING FOR EROSION CONTROL (162) (166) (168)
ITEM 168 VEGETATIVE WATERING
ITEM 204 SPRINKLING
ITEM 216 PROOF ROLLING (210)
ITEM 247 FLEXIBLE BASE (105) (204) (210) (216) (520)
ITEM 251 REWORKING BASE COURSES (204) (210) (216) (247) (520)
ITEM 275 CEMENT TREATMENT (ROAD-MIXED) (132) (204) (210) (216) (247)
(300) (310) (520)
ITEM 305 SALVAGING, HAULING, AND STOCKPILING RECLAIMABLE ASPHALT
PAVEMENT
ITEM 310 PRIME COAT (300) (316)
ITEM 400 EXCAVATION AND BACKFILL FOR STRUCTURES (110) (132) (401)
(402) (403) (416) (420) (421) (423)
ITEM 402 TRENCH EXCAVATION PROTECTION
ITEM 403 TEMPORARY SPECIAL SHORING (410) (411) (423)
ITEM 416 DRILLED SHAFT FOUNDATIONS (405) (420) (421) (423) (440) (448)
ITEM 420 CONCRETE SUBSTRUCTURES (400) (404) (421) (422) (426) (427)
(440) (441) (448)
ITEM 432 RIPRAP (247) (420) (421) (431) (440)
ITEM 462 CONCRETE BOX CULVERTS AND DRAINS (400) (402) (403) (420)
(421) (422) (424) (440) (464) (476)
ITEM 464 REINFORCED CONCRETE PIPE (400) (402) (403) (467) (476)

- ITEM 465 JUNCTION BOXES, MANHOLES, AND INLETS (400) (420) (421) (424)
(440) (471)
- ITEM 466 HEADWALLS AND WINGWALLS (400) (420) (421) (432) (440) (464)
- ITEM 496 REMOVING STRUCTURES
- ITEM 500 MOBILIZATION
- ITEM 502 BARRICADES, SIGNS, AND TRAFFIC HANDLING
- ITEM 504 FIELD OFFICE AND LABORATORY
- ITEM 506 TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL
CONTROLS (161) (432) (556)
- ITEM 508 CONSTRUCTING DETOURS
- ITEM 512 PORTABLE TRAFFIC BARRIER (420) (421) (424) (440) (442)
- ITEM 529 CONCRETE CURB, GUTTER, AND COMBINED CURB AND GUTTER (360)
(420) (421) (440)
- ITEM 530 INTERSECTIONS, DRIVEWAYS, AND TURNOUTS (247) (260) (263)
(275) (276) (292) (316) (330) (334) (340) (360) (421) (440)
- ITEM 531 SIDEWALKS (104) (360) (420) (421) (440) (530)
- ITEM 542 REMOVING METAL BEAM GUARD FENCE
- ITEM 560 MAILBOX ASSEMBLIES
- ITEM 618 CONDUIT (400) (476)
- ITEM 620 ELECTRICAL CONDUCTORS (610) (628)
- ITEM 621 TRAY CABLE (620)
- ITEM 624 GROUND BOXES (420) (421) (432) (440) (618) (620)
- ITEM 625 ZINC-COATED STEEL WIRE STRAND
- ITEM 628 ELECTRICAL SERVICES (441) (445) (449) (618) (620) (627) (656)
- ITEM 636 SIGNS (643)
- ITEM 644 SMALL ROADSIDE SIGN ASSEMBLIES (421) (440) (441) (442) (445)
(636) (643) (656)
- ITEM 662 WORK ZONE PAVEMENT MARKINGS (666) (668) (672) (677)
- ITEM 666 RETROREFLECTORIZED PAVEMENT MARKINGS (316) (502) (662) (677)
(678)
- ITEM 672 RAISED PAVEMENT MARKERS (677) (678)
- ITEM 677 ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS (300)
(302) (316)
- ITEM 680 HIGHWAY TRAFFIC SIGNALS (416) (610) (618) (620) (624) (625)
(627) (628) (636) (656) (682) (684) (686) (688)
- ITEM 681 TEMPORARY TRAFFIC SIGNALS (416) (610) (618) (620) (621) (622)
(624) (625) (627) (628) (636) (656) (680) (682) (684) (686) (687)
(688)
- ITEM 682 VEHICLE AND PEDESTRIAN SIGNAL HEADS
- ITEM 684 TRAFFIC SIGNAL CABLES
- ITEM 685 ROADSIDE FLASHING BEACON ASSEMBLIES (441) (442) (445) (449)
(610) (618) (620) (621) (622) (624) (628) (656) (682) (684) (687)
- ITEM 686 TRAFFIC SIGNAL POLE ASSEMBLIES (STEEL) (416) (421) (441)
(442) (445) (449)
- ITEM 687 PEDESTAL POLE ASSEMBLIES (445) (449) (656) (682)
- ITEM 688 PEDESTRIAN DETECTORS AND VEHICLE LOOP DETECTORS (618)
(624) (682) (684)
- ITEM 690 MAINTENANCE OF TRAFFIC SIGNALS (416) (421) (476) (610) (618)
(620) (622) (624) (625) (627) (628) (636) (656) (680) (682) (684)
(685) (686) (687) (688)
- ITEM 752 TREE AND BRUSH REMOVAL

SPECIAL PROVISIONS: SPECIAL PROVISIONS WILL GOVERN AND TAKE

----- PRECEDENCE OVER THE SPECIFICATIONS ENUMERATED
HEREON WHEREVER IN CONFLICT THEREWITH.

REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION CONTRACTS
(FORM FHWA 1273)

WAGE RATES

SPECIAL PROVISION "NONDISCRIMINATION" (000---002)
SPECIAL PROVISION "CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT"
(000---003)
SPECIAL PROVISION "NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO
ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE
ORDER 112" (000---004)
SPECIAL PROVISION "STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIO" (000---005)
SPECIAL PROVISION "ONTHEJOB TRAINING PROGRAM" (000---006)
SPECIAL PROVISION "AMERICANS WITH DISABILITIES ACT CURB RAMP WORKSHOP
" (000---025)
SPECIAL PROVISION "CERTIFICATE OF INTERESTED PARTIES (FORM 1295)"
(000--1019)
SPECIAL PROVISION "SCHEDULE OF LIQUIDATED DAMAGES" (000--1243)
SPECIAL PROVISION "IMPORTANT NOTICE FOR CONTRACTORS" (000--1612)
SPECIAL PROVISION "CARGO PREFERENCE ACT REQUIREMENTS IN FEDERAL AID
CONTRAC" (000---241)
SPECIAL PROVISION "DISADVANTAGED BUSINESS ENTERPRISE IN FEDERAL AID
CONTR" (000---394)
SPECIAL PROVISION "NOTICE OF CONTRACTOR PERFORMANCE EVALUATIONS"
(000---659)
SPECIAL PROVISION TO ITEM 1 (001---001)
SPECIAL PROVISIONS TO ITEM 2 (002---009) (002---013) (002---014)
(002---015)
SPECIAL PROVISIONS TO ITEM 3 (003---011) (003---013)
SPECIAL PROVISIONS TO ITEM 5 (005---002) (005---003) (005---005)
SPECIAL PROVISIONS TO ITEM 6 (006---001) (006---012) (006---040)
SPECIAL PROVISIONS TO ITEM 7 (007---004) (007---008) (007---010)
(007---011) (007---013)
SPECIAL PROVISIONS TO ITEM 8 (008---030) (008---033) (008---054)
SPECIAL PROVISIONS TO ITEM 9 (009---010) (009---016)
SPECIAL PROVISION TO ITEM 247 (247---005)
SPECIAL PROVISION TO ITEM 300 (300---020)
SPECIAL PROVISION TO ITEM 302 (302---008)
SPECIAL PROVISION TO ITEM 314 (314---001)
SPECIAL PROVISION TO ITEM 316 (316---002)
SPECIAL PROVISION TO ITEM 334 (334---004)
SPECIAL PROVISION TO ITEM 340 (340---004)
SPECIAL PROVISION TO ITEM 360 (360---001)
SPECIAL PROVISION TO ITEM 400 (400---001)
SPECIAL PROVISION TO ITEM 420 (420---001)
SPECIAL PROVISION TO ITEM 421 (421---012)
SPECIAL PROVISION TO ITEM 423 (423---005)
SPECIAL PROVISION TO ITEM 426 (426---005)
SPECIAL PROVISION TO ITEM 427 (427---003)
SPECIAL PROVISION TO ITEM 440 (440---005)
SPECIAL PROVISION TO ITEM 441 (441---004)

SPECIAL PROVISION TO ITEM 442 (442---001)
 SPECIAL PROVISION TO ITEM 448 (448---001)
 SPECIAL PROVISION TO ITEM 449 (449---002)
 SPECIAL PROVISION TO ITEM 462 (462---002)
 SPECIAL PROVISION TO ITEM 464 (464---001)
 SPECIAL PROVISION TO ITEM 465 (465---001)
 SPECIAL PROVISION TO ITEM 502 (502---008)
 SPECIAL PROVISION TO ITEM 506 (506---005)
 SPECIAL PROVISION TO ITEM 520 (520---002)
 SPECIAL PROVISION TO ITEM 636 (636---001)
 SPECIAL PROVISION TO ITEM 643 (643---001)
 SPECIAL PROVISION TO ITEM 656 (656---001)
 SPECIAL PROVISION TO ITEM 666 (666---007)
 SPECIAL PROVISION TO ITEM 680 (680---006)
 SPECIAL PROVISION TO SPECIAL SPECIFICATION ITEM 3096 (3096--003)
 SPECIAL PROVISION TO SPECIAL SPECIFICATION ITEM 6185 (6185--002)

SPECIAL SPECIFICATIONS:

ITEM 1007 IRRIGATION WELLS, GATES, AND VALVES
 ITEM 1008 PRESSURE IRRIGATION PVC PIPE
 ITEM 3002 SPRAY APPLIED UNDERSEAL MEMBRANE
 ITEM 3077 SUPERPAVE MIXTURES
 ITEM 3084 BONDING COURSE <300><3002><3096>
 ITEM 3096 ASPHALTS, OILS, AND EMULSIONS
 ITEM 4024 REINFORCED CONCRETE LOW-HEAD PRESSURE PIPE
 ITEM 5001 GEOGRID BASE REINFORCEMENT
 ITEM 6001 PORTABLE CHANGEABLE MESSAGE SIGN
 ITEM 6185 TRUCK MOUNTED ATTENUATOR (TMA) AND TRAILER ATTENUATOR (TA)
 ITEM 7358 WELDED STEEL CASING PIPE (OPEN CUT)

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

Control **0864-01-068**
Project **F 2B24(397)**
Highway **FM 494**
County **HIDALGO**

**DISADVANTAGED BUSINESS ENTERPRISE
REQUIREMENTS**

The following goal for disadvantaged business enterprises is established:

DBE
7.5%

Certification of DBE Goal Attainment

By signing the proposal, the Bidder certifies that the above DBE goal will be met by committing to DBE participation that meets or exceeds the goal or providing adequate documentation of good faith efforts (GFE) to achieve the goal.

The DBE participation or GFE must be submitted within five (5) calendar days after bid opening. If the fifth day falls on a weekend or a day when TxDOT offices are closed, the deadline moves to the next business day.

The Department may impose remedies as defined by state or local law if a bidder fails to submit required documentation, including forfeiting the bid proposal guaranty and exclusion from rebidding on the contract if it is re-advertised.

CHILD SUPPORT STATEMENT

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

CONFLICT OF INTEREST CERTIFICATION

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

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

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

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

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

E-VERIFY CERTIFICATION

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

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

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

Certification Regarding Disclosure of Public Information

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

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

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

By entering into Contract, the Contractor agrees to:

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

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

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

CERTIFICATION TO NOT BOYCOTT ISRAEL

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

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

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

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

CERTIFICATION TO NOT BOYCOTT ENERGY COMPANIES

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

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

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

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

CERTIFICATION TO NOT DISCRIMINATE AGAINST FIREARM ENTITIES OR FIREARM TRADE ASSOCIATIONS

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

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

This provision applies to a contract that:

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

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

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

PROHIBITION ON CERTAIN TELECOMMUNICATIONS EQUIPMENT OR SERVICES

The Federal Register Notice issued the Final Rule and states that the amendment to 2 CFR 200.216 is effective on August 13, 2020. The new 2 CFR 200.471 regulation provides clarity that the telecommunications and video surveillance costs associated with 2 CFR 200.216 are unallowable for services and equipment from these specific providers. OMB's Federal Register Notice includes the new 2 CFR 200.216 and 2 CFR 200.471 regulations.

<https://www.federalregister.gov/documents/2020/08/13/2020-17468/guidance-for-grants-and-agreements>

Per the Federal Law referenced above, use of services, systems, or services or systems that contain components produced by any of the following manufacturers is strictly prohibited for use on this project. Therefore, for any telecommunications, CCTV, or video surveillance equipment, services or systems cannot be manufactured by, or have components manufactured by:

- Huawei Technologies Company,
- ZTE Corporation (any subsidiary and affiliate of such entities),
- Hytera Communications Corporation,
- Hangzhou Hikvision Digital Technology Company,
- Dahua Technology Company (any subsidiary and affiliate of such entities).

Violation of this prohibition will require replacement of the equipment at the contractor's expense.

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

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

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

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

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

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

10. Assurances Required:

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

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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

1. Minimum wages (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

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

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

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

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

2. Withholding (29 CFR 5.5)

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

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

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

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

3. Records and certified payrolls (29 CFR 5.5)

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

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

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

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

b. *Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

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

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

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

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

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

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

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

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

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

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

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

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

(3) *Required information disclosures*. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

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

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

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

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

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

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

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

3. Withholding for unpaid wages and liquidated damages

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

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

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

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

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

3. Instructions for Certification - Lower Tier Participants:

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

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

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

this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

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

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

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

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

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

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

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

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

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

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

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

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

The wage rates listed herein are those predetermined by the Secretary of Labor and State Statute and listed in the United States Department of Labor's (USDOL) General Decisions dated 01-05-2024 and are the minimum wages to be paid accordingly for each specified classification. To determine the applicable wage rate zone, a list entitled "TEXAS COUNTIES IDENTIFIED BY WAGE RATE ZONES" is provided in the contract. Any wage rate that is not listed herein and not in the USDOL's general decision, must be requested by the contractor through the completion of an Additional Classification and Wage Rate Request and be submitted for approval. IMPORTANT NOTICE FOR STATE PROJECTS: only the controlling wage rate zone applies to the contract. Effective 01-05-2024.

CLASS. #	CLASSIFICATION DESCRIPTION	ZONE TX02 *(TX20240002)	ZONE TX03 *(TX20240003)	ZONE TX04 *(TX20240004)	ZONE TX05 *(TX20240005)	ZONE TX06 *(TX20240006)	ZONE TX07 *(TX20240007)	ZONE TX08 *(TX20240008)	ZONE TX24 *(TX20240024)	ZONE TX25 *(TX20240025)	ZONE TX27 *(TX20240027)	ZONE TX28 *(TX20240028)	ZONE TX29 *(TX20240029)	ZONE TX30 *(TX20240030)	ZONE TX37 *(TX20240037)	ZONE TX38 *(TX20240038)	ZONE TX42 *(TX20240042)
1428	Agricultural Tractor Operator						\$12.69					\$12.35			\$11.75		
1300	Asphalt Distributor Operator	\$14.87	\$13.48	\$13.88	\$15.72	\$15.58	\$15.55	\$15.72	\$13.28	\$15.32	\$15.62	\$14.36	\$14.25	\$14.03	\$13.75	\$14.06	\$14.40
1303	Asphalt Paving Machine Operator	\$13.40	\$12.25	\$12.35	\$13.87	\$14.05	\$14.36	\$14.20	\$13.26	\$13.99	\$14.68	\$12.92	\$13.44	\$12.53	\$14.00	\$14.32	\$12.99
1106	Asphalt Raker	\$12.28	\$10.61	\$12.02	\$14.21	\$11.65	\$12.12	\$11.64	\$11.44	\$12.69	\$12.05	\$11.34	\$11.67	\$11.40	\$12.59	\$12.36	\$11.78
1112	Batching Plant Operator, Asphalt																
1115	Batching Plant Operator, Concrete																
1214	Blaster																
1615	Boom Truck Operator						\$18.36										
1444	Boring Machine Operator																
1305	Broom or Sweeper Operator	\$11.21	\$10.33	\$10.08	\$11.99		\$11.04	\$11.62		\$11.74	\$11.41	\$10.30		\$10.23	\$10.60	\$12.68	\$11.05
1144	Communications Cable Installer																
1124	Concrete Finisher, Paving and Structures	\$13.55	\$12.46	\$13.16	\$12.85	\$12.64	\$12.56	\$12.77	\$12.44	\$14.12	\$13.04	\$13.38	\$12.64	\$12.80	\$12.79	\$12.98	\$13.32
1318	Concrete Pavement Finishing Machine Operator				\$16.05		\$15.48			\$16.05		\$19.31				\$13.07	
1315	Concrete Paving, Curing, Float, Texturing Machine Operator											\$16.34				\$11.71	
1333	Concrete Saw Operator				\$14.67					\$14.48	\$17.33					\$13.99	
1399	Concrete/Gunite Pump Operator																
1344	Crane Operator, Hydraulic 50 tons or less				\$18.22		\$18.36			\$18.12	\$18.04	\$20.21			\$18.63	\$13.86	
1345	Crane Operator, Hydraulic Over 80 Tons																
1342	Crane Operator, Lattice Boom 80 Tons or Less	\$16.82	\$14.39	\$13.85	\$17.27		\$15.87			\$17.27		\$14.67			\$16.42	\$14.97	\$13.87
1343	Crane Operator, Lattice Boom Over 80 Tons				\$20.52		\$19.38			\$20.52		\$17.49			\$25.13	\$15.80	
1306	Crawler Tractor Operator	\$13.96	\$16.63	\$13.62	\$14.26		\$15.67			\$14.07	\$13.15	\$13.38			\$14.60	\$13.68	\$13.50
1351	Crusher or Screen Plant Operator																
1446	Directional Drilling Locator						\$11.67										
1445	Directional Drilling Operator				\$20.32		\$17.24										
1139	Electrician	\$20.96		\$19.87	\$19.80		\$26.35		\$20.27	\$19.80		\$20.92				\$27.11	\$19.87
1347	Excavator Operator, 50,000 pounds or less	\$13.46	\$12.56	\$13.67	\$17.19		\$12.88	\$14.38	\$13.49	\$17.19		\$13.88			\$14.09	\$12.71	\$14.42
1348	Excavator Operator, Over 50,000 pounds		\$15.23	\$13.52	\$17.04		\$17.71			\$16.99	\$18.80	\$16.22				\$14.53	\$13.52
1150	Flagger	\$9.30	\$9.10	\$8.50	\$10.28	\$8.81	\$9.45	\$8.70		\$10.06	\$9.71	\$9.03	\$8.81	\$9.08	\$9.90	\$10.33	\$8.10
1151	Form Builder/Setter, Structures	\$13.52	\$12.30	\$13.38	\$12.91	\$12.71	\$12.87	\$12.38	\$12.26	\$13.84	\$12.98	\$13.07	\$13.61	\$12.82	\$14.73	\$12.23	\$12.25
1160	Form Setter, Paving & Curb	\$12.36	\$12.16	\$13.93	\$11.83	\$10.71	\$12.94			\$13.16	\$12.54	\$11.33	\$10.69		\$13.33	\$12.34	\$13.93
1360	Foundation Drill Operator, Crawler Mounted				\$17.99					\$17.99						\$17.43	
1363	Foundation Drill Operator, Truck Mounted		\$16.86	\$22.05	\$21.51		\$16.93			\$21.07	\$20.20	\$20.76		\$17.54	\$21.39	\$15.89	\$22.05
1369	Front End Loader Operator, 3 CY or Less	\$12.28	\$13.49	\$13.40	\$13.85		\$13.04	\$13.15	\$13.29	\$13.69	\$12.64	\$12.89			\$13.51	\$13.32	\$12.17
1372	Front End Loader Operator, Over 3 CY	\$12.77	\$13.69	\$12.33	\$14.96		\$13.21	\$12.86	\$13.57	\$14.72	\$13.75	\$12.32			\$13.19	\$13.17	\$13.02
1329	Joint Sealer																
1172	Laborer, Common	\$10.30	\$9.86	\$10.08	\$10.51	\$10.71	\$10.50	\$10.24	\$10.58	\$10.72	\$10.45	\$10.30	\$10.25	\$10.03	\$10.54	\$11.02	\$10.15
1175	Laborer, Utility	\$11.80	\$11.53	\$12.70	\$12.17	\$11.81	\$12.27	\$12.11	\$11.33	\$12.32	\$11.80	\$11.53	\$11.23	\$11.50	\$11.95	\$11.73	\$12.37
1346	Loader/Backhoe Operator	\$14.18	\$12.77	\$12.97	\$15.68		\$14.12			\$15.18	\$13.58	\$12.87		\$13.21	\$14.13	\$14.29	\$12.90
1187	Mechanic	\$20.14	\$15.47	\$17.47	\$17.74	\$17.00	\$17.10			\$17.68	\$18.94	\$18.58	\$17.00	\$16.61	\$18.46	\$16.96	\$17.47

CLASS. #	CLASSIFICATION DESCRIPTION	ZONE TX02 *(TX20240002)	ZONE TX03 *(TX20240003)	ZONE TX04 *(TX20240004)	ZONE TX05 *(TX20240005)	ZONE TX06 *(TX20240006)	ZONE TX07 *(TX20240007)	ZONE TX08 *(TX20240008)	ZONE TX24 *(TX20240024)	ZONE TX25 *(TX20240025)	ZONE TX27 *(TX20240027)	ZONE TX28 *(TX20240028)	ZONE TX29 *(TX20240029)	ZONE TX30 *(TX20240030)	ZONE TX37 *(TX20240037)	ZONE TX38 *(TX20240038)	ZONE TX42 *(TX20240042)
1380	Milling Machine Operator Motor Grader Operator,	\$15.54	\$14.64	\$12.22	\$14.29		\$14.18			\$14.32	\$14.35	\$12.86			\$14.75	\$13.53	\$12.80
1390	Fine Grade	\$17.49	\$16.52	\$16.88	\$17.12	\$18.37	\$18.51	\$16.69	\$16.13	\$17.19	\$18.35	\$17.07	\$17.74	\$17.47	\$17.08	\$15.69	\$20.01
1393	Motor Grader Operator, Rough	\$16.15	\$14.62	\$15.83	\$16.20	\$17.07	\$14.63	\$18.50		\$16.02	\$16.44	\$15.12	\$16.85	\$14.47	\$17.39	\$14.23	\$15.53
1413	Off Road Hauler			\$10.08	\$12.26		\$11.88			\$12.25		\$12.23			\$13.00	\$14.60	
1196	Painter, Structures Pavement Marking Machine Operator					\$21.29	\$18.34						\$21.29			\$18.62	
1396		\$16.42		\$13.10	\$13.55		\$19.17	\$12.01		\$13.63	\$14.60	\$13.17		\$16.65	\$10.54	\$11.18	\$13.10
1443	Percussion or Rotary Drill Operator																
1202	Piledriver															\$14.95	
1205	Pipelayer		\$11.87	\$14.64	\$13.17	\$11.17	\$12.79		\$11.37	\$13.24	\$12.66	\$13.24	\$11.17	\$11.67		\$12.12	\$14.64
1384	Reclaimer/Pulverizer Operator	\$12.85			\$11.90		\$12.88			\$11.01		\$10.46					
1500	Reinforcing Steel Worker	\$13.50	\$14.07	\$17.53	\$16.17		\$14.00			\$16.18	\$12.74	\$15.83		\$17.10		\$15.15	\$17.72
1402	Roller Operator, Asphalt	\$10.95		\$11.96	\$13.29		\$12.78	\$11.61		\$13.08	\$12.36	\$11.68			\$11.71	\$11.95	\$11.50
1405	Roller Operator, Other	\$10.36		\$10.44	\$11.82		\$10.50	\$11.64		\$11.51	\$10.59	\$10.30		\$12.04	\$12.85	\$11.57	\$10.66
1411	Scraper Operator	\$10.61	\$11.07	\$10.85	\$12.88		\$12.27		\$11.12	\$12.96	\$11.88	\$12.43		\$11.22	\$13.95	\$13.47	\$10.89
1417	Self-Propelled Hammer Operator																
1194	Servicer	\$13.98	\$12.34	\$14.11	\$14.74		\$14.51	\$15.56	\$13.44	\$14.58	\$14.31	\$13.83		\$12.43	\$13.72	\$13.97	\$14.11
1513	Sign Erector Slurry Seal or Micro-Surfacing Machine Operator																
1708																	
1341	Small Slipform Machine Operator									\$15.96							
1515	Spreader Box Operator	\$12.60		\$13.12	\$14.71		\$14.04			\$14.73	\$13.84	\$13.68		\$13.45	\$11.83	\$13.58	\$14.05
1705	Structural Steel Welder															\$12.85	
1509	Structural Steel Worker						\$19.29									\$14.39	
1339	Subgrade Trimmer																
1143	Telecommunication Technician																
1145	Traffic Signal/Light Pole Worker Trenching Machine Operator,						\$16.00										
1440	Heavy						\$18.48										
1437	Trenching Machine Operator, Light																
1609	Truck Driver Lowboy-Float	\$14.46	\$13.63	\$13.41	\$15.00	\$15.93	\$15.66			\$16.24	\$16.39	\$14.30	\$16.62	\$15.63	\$14.28	\$16.03	\$13.41
1612	Truck Driver Transit-Mix				\$14.14					\$14.14							
1600	Truck Driver, Single Axle Truck Driver, Single or Tandem Axle Dump Truck	\$12.74	\$10.82	\$10.75	\$13.04	\$11.61	\$11.79	\$13.53	\$13.16	\$12.31	\$13.40	\$10.30	\$11.61		\$11.97	\$11.46	\$10.75
1606	Truck Driver, Tandem Axle Tractor with Semi Trailer	\$11.33	\$14.53	\$11.95	\$12.95		\$11.68		\$14.06	\$12.62	\$11.45	\$12.28		\$13.08	\$11.68	\$11.48	\$11.10
1607	Tunneling Machine Operator, Heavy	\$12.49	\$12.12	\$12.50	\$13.42		\$12.81	\$13.16		\$12.86	\$16.22	\$12.50			\$13.80	\$12.27	\$12.50
1441	Tunneling Machine Operator, Light																
1706	Welder		\$14.02		\$14.86		\$15.97		\$13.74	\$14.84					\$13.78		
1520	Work Zone Barricade Servicer	\$10.30	\$12.88	\$11.46	\$11.70	\$11.57	\$11.85	\$10.77		\$11.68	\$12.20	\$11.22	\$11.51	\$12.96	\$10.54	\$11.67	\$11.76

Notes:

*Represents the USDOL wage decision.

Any worker employed on this project shall be paid at the rate of one and one half (1-1/2) times the regular rate for every hour worked in excess of forty (40) hours per week.

For reference, the titles and descriptions for the classifications listed here are detailed further in the AGC of Texas' *Standard Job Classifications and Descriptions for Highway, Heavy, Utilities, and Industrial Construction in Texas* posted on the AGC's Web site for any contractor.

**TEXAS COUNTIES IDENTIFIED BY
WAGE RATE ZONES: 2, 3, 4, 5, 6, 7, 8, 24, 25, 27, 28, 29, 30, 37, 38, 42**

County Name	Zone	County Name	Zone	County Name	Zone	County Name	Zone
Anderson	28	Donley	37	Karnes	27	Reagan	37
Andrews	37	Duval	30	Kaufman	25	Real	37
Angelina	28	Eastland	37	Kendall	7	Red River	28
Aransas	29	Ector	2	Kenedy	30	Reeves	8
Archer	25	Edwards	8	Kent	37	Refugio	27
Armstrong	2	El Paso	24	Kerr	27	Roberts	37
Atascosa	7	Ellis	25	Kimble	37	Robertson	7
Austin	38	Erath	28	King	37	Rockwall	25
Bailey	37	Falls	28	Kinney	8	Runnels	37
Bandera	7	Fannin	28	Kleberg	27	Rusk	4
Bastrop	7	Fayette	27	Knox	37	Sabine	28
Baylor	37	Fisher	37	Lamar	28	San Augustine	28
Bee	27	Floyd	37	Lamb	37	San Jacinto	38
Bell	7	Foard	37	Lampasas	7	San Patricio	29
Bexar	7	Fort Bend	38	LaSalle	30	San Saba	37
Blanco	27	Franklin	28	Lavaca	27	Schleicher	37
Borden	37	Freestone	28	Lee	27	Scurry	37
Bosque	28	Frio	27	Leon	28	Shackelford	37
Bowie	4	Gaines	37	Liberty	38	Shelby	28
Brazoria	38	Galveston	38	Limestone	28	Sherman	37
Brazos	7	Garza	37	Lipscomb	37	Smith	4
Brewster	8	Gillespie	27	Live Oak	27	Somervell	28
Briscoe	37	Glasscock	37	Llano	27	Starr	30
Brooks	30	Goliad	29	Loving	37	Stephens	37
Brown	37	Gonzales	27	Lubbock	2	Sterling	37
Burleson	7	Gray	37	Lynn	37	Stonewall	37
Burnet	27	Grayson	25	Madison	28	Sutton	8
Caldwell	7	Gregg	4	Marion	28	Swisher	37
Calhoun	29	Grimes	28	Martin	37	Tarrant	25
Callahan	25	Guadalupe	7	Mason	27	Taylor	2
Cameron	3	Hale	37	Matagorda	27	Terrell	8
Camp	28	Hall	37	Maverick	30	Terry	37
Carson	2	Hamilton	28	McCulloch	37	Throckmorton	37
Cass	28	Hansford	37	McLennan	7	Titus	28
Castro	37	Hardeman	37	McMullen	30	Tom Green	2
Chambers	38	Hardin	38	Medina	7	Travis	7
Cherokee	28	Harris	38	Menard	37	Trinity	28
Childress	37	Harrison	42	Midland	2	Tyler	28
Clay	25	Hartley	37	Milam	28	Upshur	4
Cochran	37	Haskell	37	Mills	37	Upton	37
Coke	37	Hays	7	Mitchell	37	Uvalde	30
Coleman	37	Hemphill	37	Montague	37	Val Verde	8
Collin	25	Henderson	28	Montgomery	38	Van Zandt	28
Collingsworth	37	Hidalgo	3	Moore	37	Victoria	6
Colorado	27	Hill	28	Morris	28	Walker	28
Comal	7	Hockley	37	Motley	37	Waller	38
Comanche	37	Hood	28	Nacogdoches	28	Ward	37
Concho	37	Hopkins	28	Navarro	28	Washington	28
Cooke	37	Houston	28	Newton	28	Webb	3
Coryell	7	Howard	37	Nolan	37	Wharton	27
Cottle	37	Hudspeth	8	Nueces	29	Wheeler	37
Crane	37	Hunt	25	Ochiltree	37	Wichita	5
Crockett	8	Hutchinson	37	Oldham	37	Wilbarger	37
Crosby	2	Irion	2	Orange	38	Willacy	30
Culberson	8	Jack	28	Palo Pinto	28	Williamson	7
Dallam	37	Jackson	27	Panola	28	Wilson	7
Dallas	25	Jasper	28	Parker	25	Winkler	37
Dawson	37	Jeff Davis	8	Parmer	37	Wise	25
Deaf Smith	37	Jefferson	38	Pecos	8	Wood	28
Delta	25	Jim Hogg	30	Polk	28	Yoakum	37
Denton	25	Jim Wells	27	Potter	2	Young	37
DeWitt	27	Johnson	25	Presidio	8	Zapata	30
Dickens	37	Jones	25	Rains	28	Zavala	30
Dimmit	30			Randall	2		

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 to Item 000

Certification of Nondiscrimination in Employment



1. GENERAL

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

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

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

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Special Provision to Item 000

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



1. GENERAL

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

2. GOALS

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

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

Goals for minority participation in each trade, %	Goals for female participation in each trade, %
See Table 1	6.9

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

2.4. A Contractor or subcontractor will be considered in compliance with these provisions by participation in the Texas Highway-Heavy Branch, AGC, Statewide Training and Affirmative Action Plan. Provided that each Contractor or subcontractor participating in this plan must individually comply with the equal opportunity clause set forth in 41 CFR 60-1.4 and must make a good faith effort to achieve the goals set forth for each participating trade in the plan in which it has employees. The overall good performance of other Contractors and subcontractors toward a goal in an approved plan does not excuse any covered Contractor's or subcontractor's failure to make good faith efforts to achieve the goals contained in these provisions. Contractors or subcontractors participating in the plan must be able to demonstrate their participation and document their compliance with the provisions of this Plan.

3. SUBCONTRACTING

The Contractor must provide written notification to the Department within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the Contract resulting from this solicitation pending concurrence of the Department in the award. The notification will list the names,

address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the Contract is to be performed.

4. COVERED AREA

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

5. REPORTS

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

Table 1
Goals for Minority Participation

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

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

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

Special Provision to Item 000

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



1. GENERAL

1.1. As used in these specifications:

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

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

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

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

Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

- 1.5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women will excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- 1.6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
- 1.7. The Contractor will take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications will be based upon its effort to achieve maximum results from its actions. The Contractor will document these efforts fully, and will implement affirmative action steps at least as extensive as the following:
 - 1.7.1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor will specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - 1.7.2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - 1.7.3. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this will be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
 - 1.7.4. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral Process has impeded the Contractor's efforts to meet its obligations.
 - 1.7.5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor will provide notice of these programs to the sources compiled under 7b above.
 - 1.7.6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and Collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - 1.7.7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other

employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., before the initiation of construction work at any job site. A written record must be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

- 1.7.8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- 1.7.9. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month before the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor will send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- 1.7.10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
- 1.7.11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- 1.7.12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- 1.7.13. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- 1.7.14. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities will be provided to assure privacy between the sexes.
- 1.7.15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- 1.7.16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- 1.8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (Section 7.1. through Section 7.16.). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Section 7.1. through Section 7.16. of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation will not be a defense for the Contractor's noncompliance.
- 1.9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor

may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

- 1.10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- 1.11. The Contractor will not enter into any Subcontract with any person or firm debarred from Government Contracts pursuant to Executive Order 11246.
- 1.12. The Contractor will carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties will be in violation of these specifications and Executive Order 11246, as amended.
- 1.13. The Contractor, in fulfilling its obligations under these specifications, will implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director will proceed in accordance with 41 CFR 60-4.8.
- 1.14. The Contractor will designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records must at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records must be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
- 1.15. Nothing herein provided will be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
- 1.16. In addition to the reporting requirements set forth elsewhere in this Contract, the Contractor and the subcontractors holding subcontracts, not including material suppliers, of \$10,000 or more, will submit for every month of July during which work is performed, employment data as contained under Form PR 1391 (Appendix C to 23 CFR, Part 230), and in accordance with the included instructions.

Special Provision to Item 000

On-the-Job Training Program



1. DESCRIPTION

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

2. TRAINEE ASSIGNMENT

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

3. PROGRAM REQUIREMENTS

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

4. REIMBURSEMENT

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

5. COMPLIANCE

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

Special Provision to Item 000

Americans with Disabilities Act Curb Ramp Workshop



Before starting work, schedule and attend a mandatory preconstruction Americans with Disabilities Act curb ramp workshop. The workshop will be administered by the Department, will be four hours or less, and will be held during normal working hours at an approved location in proximity to the project.

Supervisory personnel responsible for control of the work must attend the workshop.

The Department will provide workshop facilitators and facilities. No direct compensation will be made for fulfilling these requirements, as this workshop is considered subsidiary to the Items of the Contract.

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 000

Important Notice to Contractors



For Dollar Amount of Original Contract		Dollar Amount of Daily Contract Administration Liquidated Damages per Working Day
From More Than	To and including	
0	1,000,000	618
1,000,000	3,000,000	832
3,000,000	5,000,000	940
5,000,000	15,000,000	1317
15,000,000	25,000,000	1718
25,000,000	50,000,000	2411
50,000,000	Over 50,000,000	4265

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

Important Notice to Contractors



As of August 30, 2024, utilities within the project limits have not been cleared. The Department anticipates clearance by the dates listed below. Unless otherwise stated, clearance of these obstructions will be performed by their owners. Estimated clearance dates are not anticipated to interfere with the Contractor's operations. In the event the clearance dates are not met, requests for additional compensation or time will be made in accordance with the Standard Specifications.

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

UTILITY ADJUSTMENT CERTIFICATION						
Owner	Utility	Compensable Yes / No	Station	Status	Estimated Completion Date	Effect on Construction
City of Alton	Force Main	No	STA 128+01 RT to STA 128+50 RT	Relocation pending permit approval	November 15, 2024	No Effect. Relocation to be performed before start of construction.
McAllen Public Utility	Force Main & Sanitary Sewer	No	STA 61+31 RT to STA 127+54 LT	Abandonment pending construction on nearby projects	November 28,2024	No Effect. Relocation to be performed before start of construction.
Magic Valley Electric Coop	Overhead electrical line & pole	No	STA 21+98 LT to STA 22+77 LT	Relocation design in progress	November 29,2024	No Effect. Relocation to be performed before start of construction.
Magic Valley Electric Coop	Overhead electrical line & pole	No	STA 22+74 LT to STA 22+76 RT	Relocation design in progress	November 29,2024	No Effect. Relocation to be performed before start of construction.
Magic Valley Electric Coop	Overhead electrical line & pole	No	STA 22+74 LT to STA 22+76 RT	Relocation design in progress	November 29,2024	No Effect. Relocation to be performed before start of construction.
Magic Valley Electric Coop	Overhead electrical line & pole	No	STA 127+86 LT to STA 127+86 LT	Relocation design in progress	November 29,2024	No Effect. Relocation to be performed before start of construction.
Magic Valley Electric Coop	Overhead electrical line & pole	No	STA 128+54 RT to STA 128+64 LT	Relocation design in progress	November 29,2024	No Effect. Relocation to be performed before start of construction.
SmartCom	Overhead Fiber Cable	No	STA 22+76 RT to STA 35+81 RT	Pending relocation of Magic Valley poles	December 16,2024	No Effect. Relocation to be performed before start of construction.
SmartCom	Overhead Fiber Cable	No	STA 66+07 RT to STA 91+47 RT	Relocation pending permit approval	December 16,2024	No Effect. Relocation to be performed before start of construction.
SmartCom	Overhead Fiber Cable	No	STA 75+11 RT to STA 75+22 RT	Relocation pending permit approval	December 16,2024	No Effect. Relocation to be performed before start of construction.

SmartCom	Overhead Fiber Cable	No	STA 115+02 to STA 130+06 RT	Relocation pending permit approval	December 16,2024	No Effect. Relocation to be performed before start of construction.
SmartCom	Overhead Fiber Cable	No	STA 128+51 RT to STA 128+65 LT	Permit design in progress	December 16,2024	No Effect. Relocation to be performed before start of construction.
Spectrum	Overhead Fiber Cable	No	STA 22+76 RT to STA 35+81 RT	Permit design in progress	December 16,2024	No Effect. Relocation to be performed before start of construction.
Spectrum	Overhead Fiber Cable	No	STA 128+51 RT to STA 128+65 LT	Permit design in progress	December 16,2024	No Effect. Relocation to be performed before start of construction.
Texas Gas Service	8" gas pipeline	No	STA 62+48 RT to STA 62+16 LT	Permit to be submitted by 4/3/24	November 12,2024	No Effect. Relocation to be performed before start of construction.
United Irrigation District	18" irrigation line	Yes	STA 23+61 RT to STA 28+19 RT	Pending relocation by utility	December20,2024	No Effect. Relocation to be performed before start of construction.
United Irrigation District	18" irrigation line	Yes	STA 32+93 LT to STA 32+93 LT	Pending relocation by utility	December20,2024	No Effect. Relocation to be performed before start of construction.
United Irrigation District	18" irrigation line	Yes	STA 63+69 RT to STA 64+31 RT	Pending relocation by utility	December20,2024	No Effect. Relocation to be performed before start of construction.
United Irrigation District	18" irrigation line	Yes	STA 89+38 RT to STA 89+39 RT	Pending relocation by utility	December20,2024	No Effect. Relocation to be performed before start of construction.
United Irrigation District	18" irrigation line	Yes	STA 93+93 LT to STA 101+74 LT	Pending relocation by utility	December20,2024	No Effect. Relocation to be performed before start of construction.
United Irrigation District	18" irrigation line	Yes	STA 98+55 LT to STA 98+56 LT	Pending relocation by utility	December20,2024	No Effect. Relocation to be performed before start of construction.

Special Provision 000

Cargo Preference Act Requirements in Federal Aid Contracts



1. DESCRIPTION

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

This requirement applies to material or equipment that is acquired specifically for a Federal-aid highway project. It is not applicable to goods or materials that come into inventories independent of a Federal Highway Administration (FHWA) funded contract.

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

- Utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- Furnish a legible copy of a rated, on-board commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of 46 CFR Part 381 Section 7, "Federal Grant, Guaranty, Loan and Advance of Funds Agreements," within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, to both the Engineer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- Insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

Special Provision to Item 000

Disadvantaged Business Enterprise in Federal-Aid Contracts



1. DESCRIPTION

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

2. DISADVANTAGED BUSINESS ENTERPRISE IN FEDERAL-AID CONTRACTS

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

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

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

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

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

2.2. Definitions.

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

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

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

2.2.4. **DBE Joint Venture.** An association of a DBE firm and one or more other firms to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills, and knowledge, and

in which the DBE is responsible for a distinct, clearly defined portion of the work of the Contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

- 2.2.5. **DOT.** The U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Aviation Administration (FAA).
- 2.2.6. **Federal-Aid Contract.** Any Contract between the Department and a Contractor that is paid for in whole or in part with DOT financial assistance.
- 2.2.7. **Good Faith Effort.** All necessary and reasonable steps to achieve the contract goal which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if not fully successful. Good faith efforts are evaluated prior to award and throughout performance of the Contract. For guidance on good faith efforts, see 49 CFR Part 26, Appendix A.
- 2.2.8. **North American Industry Classification System (NAICS).** A designation that best describes the primary business of a firm. The NAICS is described in the North American Industry Classification Manual—United States, which is available on the Internet at the U.S. Census Bureau website: <http://www.census.gov/eos/www/naics/>.
- 2.2.9. **Race-Conscious.** A measure or program that is focused specifically on assisting only DBEs, including women-owned businesses.
- 2.2.10. **Race-Neutral DBE Participation.** Any participation by a DBE through customary competitive procurement procedures.
- 2.2.11. **Texas Unified Certification Program (TUCP) Directory.** An online directory listing all DBEs currently certified by the TUCP. The Directory identifies DBE firms whose participation on a Contract may be counted toward achievement of the assigned DBE Contract goal.
- 2.3. **Contractor's Responsibilities.**
- 2.3.1. **DBE Liaison Officer.** Designate a DBE liaison officer who will administer the Contractor's DBE program and who will be responsible for maintenance of records of efforts and contacts made to subcontract with DBEs.
- 2.3.2. **Compliance Tracking System (CTS).** This Contract is subject to electronic Contract compliance tracking. Contractors and DBEs are required to provide any noted and requested Contract compliance-related data electronically in the Department's tracking system. This includes commitments, payments, substitutions, and good faith efforts. Contractors and DBEs are responsible for responding by any noted response date or due date to any instructions or request for information, and to check the system on a regular basis. A Contractor is responsible for ensuring all DBEs have completed all requested items and that their contact information is accurate and up-to-date. The Department may require additional information related to the Contract to be provided electronically through the system at any time before, during, or after contract award. The system is web-based and can be accessed at the following Internet address: <https://txdot.txdotcms.com/>.
- In its sole discretion, the Department may require that contract compliance tracking data be submitted by Contractors and DBEs in an alternative format prescribed by the Department.
- 2.3.3. **Apparent Low Bidder.** The apparent low bidder must submit DBE commitments to satisfy the DBE goal or submit good faith effort Form 2603 and supporting documentation demonstrating why the goal could not be achieved, in whole or part, no later than 5 calendar days after bid opening. The means of transmittal and the risk of timely receipt of the information will be the bidder's responsibility and no extension of the 5-calendar-day timeframe will be allowed for any reason.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.

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

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

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

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

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

CUF determinations are not subject to administrative appeal to DOT.

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

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

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

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

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

- 2.3.10. **DBE Termination and Substitution.** No DBE named in the commitment submitted under Section 2.3.5. will be terminated for convenience, in whole or part, without the Department's approval. This includes, but is not limited to, instances in which a Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 2.3.13. **Investigations.** The Department may conduct reviews or investigations of participants as necessary. All participants, including, but not limited to, DBEs and complainants using DBE Subcontractors to meet the

Contract goal, are required to cooperate fully and promptly with compliance reviews, investigations, and other requests for information.

2.3.14.

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

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

Special Provision 000

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 1

Abbreviations and Definitions



Item 1, "Abbreviations and Definitions," of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Section 1.3.32., "Construction Contract.," is voided and replaced by the following.

- 3.32. **Construction Contract.** A Contract entered under Transportation Code, Chapter 223, Subchapter A, for the construction, reconstruction, repair, or maintenance of a segment of the State highway system.

Section 1.3.62., "Highway, Street, or Road.," is voided and replaced by the following.

- 3.62. **Highway, Street, or Road.** General terms denoting a public way for purposes of and related to vehicular, pedestrian, and bicycle travel, including the entire area within the right of way including Intersections and Easements; all related structures, improvements, and appurtenances, including but not limited to the roadside and roadside facilities, drainage systems, signal systems, and other traffic in formation and control systems; or other structures or improvements that directly or indirectly serve public travel. Recommended usage in urban areas is "highway" or "street," and in rural areas, "highway" or "road."

Section 1.3.68., "Intersection.," is voided and replaced by the following.

- 3.68. **Intersection.** The general area where two or more highways, streets, or roads join or cross, including the roadway and roadside facilities for vehicular, pedestrian, and bicycle traffic movements within it.

Section 1.3.111., "Repair.," is added.

- 3.111. **Repair.** Performed under Transportation Code §223, Subchapter A for Highway Improvement Contracts and includes restoration of a Highway, Street, or Road by replacing or putting together, in whole or in part, what is torn, broken, or otherwise damaged. "Repair" denotes the process of restoring all or part of a Highway, Street, or Road that has been subjected to decay, waste, injury, partial destruction, erosion, dilapidation, degradation, etc. "Repair" includes work in Construction and Routine Maintenance Contracts.

Section 1.3.118., "Routine Maintenance Contract.," is voided and replaced by the following.

- 3.118. **Routine Maintenance Contract.** A maintenance Contract entered under Transportation Code, Chapter 223, Subchapter A for Highway Improvement Contracts and let through and executed as a result of the routine maintenance contracting procedure to preserve and repair roadways, bridges, and rights of way, with all its components to its designed or accepted configuration.

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," second paragraph, is supplemented by the following.

The Department will not issue a proposal form if one or more of the following apply:

- the Bidder or affiliate of the Bidder that was originally determined as the apparent low Bidder on a project, but was deemed nonresponsive for failure to submit a DBE commitment as specified in Article 2.14., "Disadvantaged Business Enterprise (DBE)," is prohibited from rebidding that specific project.

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

The Department will not accept a nonresponsive bid. A bid that has one or more of the deficiencies listed below is considered nonresponsive:

- the Bidder failed to submit a DBE commitment as specified in Article 2.14., "Disadvantaged Business Enterprise (DBE)."

Article 2.14., "Disadvantaged Business Enterprise (DBE)," is added.

The apparent low bidder must submit DBE commitment information on federally funded projects with DBE goals within 5 calendar days (as defined in 49 CFR Part 26, Subpart A) of bid opening. For a submission that meets the 5-day requirement, administrative corrections will be allowed.

If the apparent low Bidder fails to submit their DBE information within the specified timeframe, they will be deemed nonresponsive and 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 design 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 new apparent low Bidder submits DBE information within one calendar day of notification by the Department.

If the new apparent low Bidder is unable to submit the required DBE information 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 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.

Section 2.8.2., "Proposal Guaranty," third paragraph is replaced by the following.

It is the Bidder's responsibility to ensure the electronic bid bond is issued in the name or Department vendor identification numbers of the Bidder or Bidders.

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 in the DHS E-Verify system before award, the Contractor must submit documentation showing that they are compliant within 5 calendar days after bid opening. A Contractor that fails to comply or respond within the deadline will be declared nonresponsive. The Bidder forfeiting the proposal guaranty will not be considered in future proposals for the same work unless there has been a substantial change in the scope of the work.

The 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.

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

- the new apparent low Bidder will not be deemed nonresponsive,
- the new apparent low Bidder's guaranty will not be forfeited,
- the Department will reject all bids,
- the new apparent low Bidder will remain eligible to receive future proposals for the same project, and
- the proposal guaranty of the original low bidder will become the property of the State, not as a penalty, but as liquidated damages.

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 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 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 (either in writing or orally). The Engineer decides all questions about the quality and acceptability of materials, work performed, work progress, Contract interpretations, applicability of standard details, and acceptable Contract fulfillment. The Engineer has the authority to enforce and make effective these decisions.

- Unless noted elsewhere in the Contract or by the Engineer, payment for Contractor work supports it is in accordance with the Contract requirements at that time. This payment does not eliminate the Contractor's responsibilities for the work as defined in Article 7.17., "Contractor's Responsibility for Work," or Article 5.12., "Final Acceptance."
- The Engineer acts as a referee in all questions arising under the terms of the Contract.
- The Engineer's decisions are final and binding.

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

- 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.

Article 5.10, "Inspection," the first paragraph is voided and replaced by the following.

Inspectors are authorized representatives of the Engineer. Inspectors are authorized to examine all work performed and materials furnished, including preparation, fabrication, and material manufacture. Inspectors inform the Contractor of failures to meet Contract requirements. Inspectors may reject work or materials and may suspend work until any issues can be referred to and decided by the Engineer. The Engineer may authorize Inspectors to adjust the traffic control. Inspectors cannot alter, add, or waive Contract provisions, issue instructions contrary to the Contract, act as foremen for the Contractor, or interfere with the management of the work. Inspection or lack of inspection will not relieve the Contractor from obligation to provide materials or perform the work in accordance with the Contract.

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 6

Control of Materials



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

Section 1.1. "Buy America,." This section is voided and replaced by the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 19.1., Minimum Wage Requirements for Federally Funded Contracts. The second paragraph is voided and replaced by the following:

Submit electronic payroll records to the Engineer using the Department's payroll system.

Section 19.2., Minimum Wage Requirements for State Funded Contracts. The second paragraph is voided and replaced by the following:

Submit electronic payroll records to the Engineer using the Department's payroll system.

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 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.

Article 7.20., "Security Incidents," is added.

- 20.1. Reporting of Security Incidents.** Immediately notify the Department's [Cyber Security Operations Center \(CSOC\) via the Report Cybersecurity Incident Page](#) on www.txdot.gov, of any potential cybersecurity incident or breach involving Department data. A breach of system security is the unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information maintained by a person, including data that is encrypted if the person accessing the data has the key required to decrypt the data.
- 20.2. Liability for costs incurred.** The Department reserves the right to hold the Contractor liable for all costs incurred by the Department to resolve a security incident introduced by the Contractor, their Subcontractors, or their Suppliers.

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 3., "Computation of Contract Time for Completion." The second paragraph is voided and replaced by the following:

The development of the conceptual time determination is intended to establish the number of working days on the Contract. Upon request, the Engineer will provide the conceptual time determination schedule to the Contractor for informational purposes only. The schedule assumes generic resources, production rates, sequences of construction, and average weather conditions based on historic data. Schedule labor, equipment, procurement of materials, subcontractor work, and all other necessary means to prosecute the work within the number of working days specified by the Contract.

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 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." The 15% markup will be paid when standby is associated with extra work but will not be paid when standby is associated with damages.

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 Rental Rate Blue Book 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 Rental Rate Blue Book 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 amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Section 247.2.1., "Aggregate." This Section is voided and replaced by the following.

Furnish aggregate of the type and grade shown on the plans and meeting the requirements shown in Table 1. Each source must meet Table 1 requirements for liquid limit, plasticity index, and wet ball mill for the grade specified. Do not use additives, such as but not limited to cement, emulsion, foamed asphalt, or lime, to modify aggregates to meet the requirements of Table 1, unless otherwise shown on the plans.

Unless otherwise shown on the plans, the unconfined compressive strength is waived when the flexible base material meets the #200 sieve requirement.

Table 1
Material Requirements

Property	Test Method	Grade 1–2 ³	Grade 3	Grade 4	Grade 5 ³
Master gradation sieve size (cumulative % retained)		–	–		–
2-1/2"		0	0		0
1-3/4"		0–10	0–10		0–5
7/8"	Tex-110-E	10–35	–		10–35
3/8"		30–65	–		35–65
#4		45–75	45–75		45–75
#40		65–90	50–85		70–90
#200 ^{1, 2}		85–95	–		–
Liquid limit, % Max	Tex-104-E	40	40	As shown on the plans	35
Plasticity index, Max		10	12		10
Plasticity index, Min	Tex-106-E	As shown on the plans	As shown on the plans		As shown on the plans
Wet ball mill, % Max		40	–		40
Wet ball mill, % Max increase passing the #40 sieve	Tex-116-E	20	–		20
Min compressive strength ² , psi		–	–		–
lateral pressure 0 psi	Tex-117-E	35	–		–
lateral pressure 3 psi		–	–		90
lateral pressure 15 psi		175	–		175

1. The #200 sieve test is only required to meet the waiver of the unconfined compressive strength. The #200 sieve test requirement is only applicable to stockpile samples from Section 247.2.4.
2. Compressive strength and #200 sieve test requirements are waived when the flexible base is mixed with or without existing material and treated with cement, emulsion, foamed asphalt, or lime, unless otherwise shown on the plans.
3. Grade 3 may be substituted for Grade 1–2 or Grade 5 when the flexible base is mixed with or without existing material and treated with cement, emulsion, foamed asphalt, or lime, as approved. The Grade 3 flexible base must meet the wet ball mill requirements of Grade 1–2 or Grade 5.

Section 247.2.1.2.4., "Type D." The third sentence is voided and replaced by the following.

Crushed concrete must meet the requirements in Section 247.2.1.3., "Recycled Material," and be managed in a way to provide for uniform quality.

Section 247.2.1.3., "Recycled Material." This Section is voided and replaced by the following.

Reclaimed asphalt pavement (RAP) and other recycled materials may be used as shown on the plans. Request approval to blend two or more sources of recycled materials. When RAP is allowed, do not exceed 20% RAP by weight, unless otherwise shown on the plans. The percentage limitations for other recycled materials are as shown on the plans.

Provide recycled materials, other than RAP, that have a maximum sulfate content of 3,000 ppm when tested in accordance with [Tex-145-E](#). Certify accordance with [DMS-11000](#), "Evaluating and Using Nonhazardous Recyclable Materials Guidelines." In addition, recycled materials must be free of reinforcing steel and other objectionable material and have at most 1.5% deleterious material when tested in accordance with [Tex-413-A](#). The liquid limit, plasticity index, wet ball mill, and compressive strength for all recycled materials are waived. When using RAP, crush RAP so that 100% passes the 2-in. sieve and does not exceed a maximum percent loss from decantation of 5.0% when tested in accordance with [Tex-406-A](#). Test RAP without removing the asphalt. The final product must meet the requirements shown in Table 1 for the grade specified, except when the Department requires a specific amount of Department-furnished RAP be added to the blend, unless otherwise shown on the plans.

The Contractor is responsible for uniformly blending the recycled material with the flexible base material to build a stockpile to meet the percentages required. Any Contractor-furnished surplus of recycled materials must remain the property of the Contractor. Remove Contractor-owned recycled materials from the project, and dispose of them in conformance with federal, state, and local regulations before project acceptance.

Section 247.2.4., "Stockpile Approval." This Section is added.

Stockpile is approved when the Engineer's test results meet the material requirements shown in Table 1.

Section 247.2.4.1., "Sampling." This Section is added.

The Contractor and the Engineer will sample flexible base from completed stockpiles in accordance with [Tex-100-A](#). Personnel conducting sampling must be certified by the Department-approved soils and base certification program.

Sampling stockpiles may be located at the production site or at the project location. The Contractor must witness the Engineer's sampling and sample the stockpile for their own testing, and label as deemed necessary.

Sample the stockpile for the Engineer as shown on the plans. When the Contractor samples the stockpile for the Engineer, the Engineer will witness the sampling of material designated for the Engineer and the Materials and Tests Division (MTD). The Engineer will label their sampling containers as "Engineer" and "MTD," or as deemed necessary.

The Engineer will take immediate possession of the sample containers for the Engineer and MTD. The Engineer will maintain custody of the samples until all testing and reporting are completed.

Section 247.2.4.2., "Referee Testing." This Section is added.

Referee testing is applicable for stockpile testing only. MTD is the referee laboratory. MTD may designate a laboratory from the Department's MPL for *Commercial Laboratories Approved for Flexible Base Referee Requests* as the referee laboratory as deemed necessary. The designated laboratory must not perform any testing under this Item for the Engineer or Contractor.

The Contractor may request referee testing when the Engineer's test results fail to meet any of the material requirements shown in Table 1 and when the Contractor's sample from Section 247.2.4.1., "Sampling," for the same failing Department test passes. The tests must be performed by a laboratory on the Department's MPL for *Commercial Laboratories Approved for Flexible Base Referee Requests*. Submit the request by email within 5 working days after receiving failing test results from the Engineer. Include completed test reports passing the applicable requirements shown in Table 1 in the email.

Record and submit completed test reports electronically on Department-provided templates in their original format meeting the applicable material requirements shown in Table 1. Use Department-provided templates to record and calculate all test data. The Engineer and the Contractor will provide any available test results to the other party when requested.

Section 247.4.3., "Compaction." The first paragraph is voided and replaced by the following.

Compact using density control unless otherwise shown on the plans. Multiple lifts are permitted as shown on the plans or approved. Bring each layer to the moisture content directed. When necessary, sprinkle the material in accordance with Item 204, "Sprinkling." Maintain moisture during compaction within $\pm 2.0\%$ of the optimum moisture content as determined in accordance with [Tex-113-E](#).

Section 247.4.3.2., "Density Control." This Section is voided and replaced by the following.

Compact to at least 100% of the maximum dry density and within $\pm 2.0\%$ of the optimum moisture content as determined in accordance with [Tex-113-E](#), unless otherwise shown on the plans. Provide the Engineer with the beginning and ending station numbers of the area completed for testing. The Engineer will determine roadway density and moisture content of completed sections in accordance with [Tex-115-E](#), Part I. The Engineer will determine random locations for testing in accordance with [Tex-115-E](#), Part IV. Do not achieve density by drying the material after compaction.

When the density is less than 100% of the maximum dry density, the Engineer may perform additional testing to determine the extent of the area to correct. The Engineer may accept the section if no more than one of the five most recent density tests is below the specified density and the failing test is no more than 3 pcf below the specified density.

Section 247.4.3.3., "Miscellaneous and Small Areas." This Section is added.

Miscellaneous areas are those that typically involve handwork or discontinuous paving operations, such as temporary detours, driveways, mailbox turnouts, crossovers, gores, spot level-up areas, and other similar areas. Miscellaneous and small areas are not subject to random sampling procedure but may be tested as directed.

Section 247.4.6., "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 one- or two-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 on the Department's MPL. When requested, furnish the Engineer with 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 with 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 before the placement of the surface treatment, as directed. Unless ride deterioration is due to environmental impact, traffic, or other incidents outside the Contractor's control, perform this work at no additional expense to the Department, as approved.

Special Provision to Item 300 Asphalt, Oils, and Emulsions



Item 300, "Asphalt, Oils, and Emulsions" of the Standard Specifications is replaced by Special Specification [3096](#), "Asphalts, Oils, and Emulsions." All Item 300 Special Provisions are no longer available, beginning with the April 2022 letting.

Special Provision to Item 302

Aggregates for Surface Treatments



Item 302, "Aggregates for Seal Coats," 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 2.1., "Aggregate." The fourth paragraph is voided and replaced by the following:

Furnish aggregates that meet the quality requirements shown in Table 3, unless otherwise shown on the plans. When Limestone Rock Asphalt (LRA) is used, furnish in accordance with DMS-9210, "Limestone Rock Asphalt (LRA)." Provide aggregates from sources listed in the Department's Bituminous Rated Source Quality Catalog (BRSQC). If a source is not listed in the catalog or its listed ratings do not meet requirements of the plans, material from that source may be used only when tested by the Engineer and approved before use. Allow 30 calendar days for testing of material from such sources.

Section 2.1., "Aggregate." Tables 2 and 3 are voided and replaced by the following.

Table 2
Aggregate Gradation Requirements (Cumulative % Retained¹)

Sieve	Grade									
	1	2	3S ²	3		4S ²	4	4P	5S ²	5 ³
				Non-Lightweight	Lightweight					
1"	-	-	-	-	-	-	-	-	-	-
7/8"	0-2	0	-	-	-	-	-	-	-	-
3/4"	20-35	0-2	0	0	0	-	-	-	-	-
5/8"	85-100	20-40	0-5	0-5	0-2	0	0	0	-	-
1/2"	-	80-100	55-85	20-40	10-25	0-5	0-5	0-5	0	0
3/8"	95-100	95-100	95-100	80-100	60-80	60-85	20-40	20-40	0-5	0-5
1/4"	-	-	-	95-100	95-100	-	-	-	65-85	-
#4	-	-	-	-	-	95-100	95-100	90-100	95-100	50-80
#8	99-100	99-100	99-100	99-100	98-100	98-100	98-100	97-100	98-100	98-100

1. Round test results to the nearest whole number.
2. Single-size gradation.
3. Grade 5S may be substituted for Grade 5 for LRA only, unless otherwise approved by the Engineer.

**Table 3
Aggregate Quality Requirements**

Property	Test Method	Requirement ¹	
		Minimum	Maximum
SAC	AQMP	As shown on the plans	
Deleterious Material ² , %	Tex-217-F , Part I	-	2.0
Decantation, %	Tex-406-A	-	1.5
Flakiness Index, %	Tex-224-F	-	17
Gradation	Tex-200-F , Part I	Table 2 Requirements	
Los Angeles Abrasion, %	Tex-410-A	-	35
Magnesium Sulfate Soundness, 5 Cycle, %	Tex-411-A	-	25
Micro-Deval Abrasion, %	Tex-461-A	Note 3	
Coarse Aggregate Angularity ⁴ , 2 Crushed Faces, %	Tex-460-A , Part I	85	-
Additional Requirements for Lightweight Aggregate			
Dry Loose Unit Wt., lb./cu. ft.	Tex-404-A	35	60
Pressure Slaking, %	Tex-431-A	-	6.0
Freeze-Thaw Loss, %	Tex-432-A	-	10.0
Water Absorption, 24hr., %	Tex-433-A	-	12.0

1. Material requirements are listed below, unless otherwise shown on the plans.
2. Not required for lightweight aggregate.
3. Used to estimate the magnesium sulfate soundness loss in accordance with Section 2.1.1.
4. Only required for crushed gravel.

Section 2.1.1., “Micro-Deval Abrasion,” is added.

The Engineer will perform a minimum of one Micro-Deval abrasion test in accordance with [Tex-461-A](#) for each coarse aggregate source per project that has a Rated Source Soundness Magnesium (RSSM) loss value greater than 15 as listed in the BRSQC. The Engineer may waive all Micro-Deval testing based on a satisfactory test history of the same aggregate source.

The Engineer will estimate the magnesium sulfate soundness loss for each coarse aggregate source, when tested, using the following formula.

$$Mg_{est.} = (RSSM)(MD_{act.}/RSMD)$$

where:

$Mg_{est.}$ = magnesium sulfate soundness loss

$MD_{act.}$ = actual Micro-Deval percent loss

$RSMD$ = Rated Source Micro-Deval

When the estimated magnesium sulfate soundness loss is greater than the maximum magnesium sulfate soundness loss specified, the coarse aggregate source will not be allowed for use unless otherwise approved by the Engineer. The Engineer may require additional testing before granting approval.

Section 2.2., “Precoating.” The first paragraph is voided and replaced by the following.

When precoating is shown on the plans, precoat aggregate uniformly and adequately with asphalt material to the satisfaction of the Engineer. When shown on the plans, specific aggregates may be prohibited from being precoated. Meet Table 2 and 3 requirements before precoating. Furnish precoated aggregate that spreads uniformly using approved mechanical spreading equipment.

Section 2.2., “Precoating.” The third paragraph is voided and replaced by the following.

The Engineer retains the right to remove precoat material from aggregate samples in accordance with [Tex-210-F](#), or as recommended by the Materials and Tests Division, and test the aggregate to verify compliance with Table 2 and Table 3 requirements. Gradation testing may be performed with precoat intact.

Section 2.2.1., “Asphalt Material.” The paragraph is voided and replaced with the following:

Precoat the aggregates with asphalt material that meets the requirements of Item 300, “Asphalts, Oils, and Emulsions.” Unless a specific precoat material is specified on the plans, use any asphalt material that meets the requirements of Item 300.

Section 2.3., “Sampling,” is added.

Personnel who conduct sampling and witnessing of sampling must be certified by the Department-approved certification program. Supply the Engineer with a list of certified personnel and copies of their current certificates before beginning construction 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.”

The Engineer will sample aggregate from stockpiles located at the production site, intermediate distribution site, or project location in accordance with [Tex-221-F](#), Section 3.2.3. The Engineer will split each sample into two equal portions in accordance with [Tex-200-F](#), Section 3.3, and label these portions “Engineer” and “Contractor” or “Supplier.” Witness the sampling and splitting, and take immediate possession of the samples labeled “Contractor” or “Supplier.”

Section 2.4., “Reporting and Responsibilities,” is added.

The Engineer will provide test results to the Contractor and Supplier within 10 working days from the date the stockpile was sampled for sources listed on the Department’s Bituminous Rated Source Quality Catalog (BRSQC), unless otherwise directed. The Engineer will provide test results for the LA Abrasion ([Tex-410-A](#)) and Magnesium Sulfate Soundness ([Tex-411-A](#)) tests within 30 calendar days for sources not listed on the BRSQC, or for sources not meeting the requirements of Section 2.1.1., “Micro-Deval Abrasion.” The Engineer will report to the other party within 24 hr. when any test result does not meet the requirements listed in Table 2 or Table 3.

Section 4., “Construction,” is supplemented with the following.

Stockpiling of Aggregates. Provide a smooth and well-drained area, cleared of trash, weeds, and grass. Build stockpiles in a manner that will minimize aggregate degradation and segregation. Avoid contamination and mixing of stockpiles. Provide aggregate stockpiles for a minimum of two days’ production before beginning plant operations. Maintain at least a 2-day aggregate supply through the course of the project unless otherwise directed. Stockpile aggregate for each source and type separately.

Materials Stockpile Life. Stockpile life is defined as one year from the date of testing. Non-precoated surface treatment aggregate remaining in stockpiles after one year may be resubmitted for testing. Precoated surface treatment aggregate remaining in stockpiles after one year will no longer be approved for Department use and will be removed from the Department approved stockpile area.

Special Provision to Item 314

Emulsified Asphalt Treatment



Item 314, "Emulsified Asphalt Treatment" 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.

Articles 1 through 6 are voided and replaced by the following:

1. DESCRIPTION

Apply a mixture of water and asphalt emulsion as a base or subgrade treatment; for erosion control, including dust prevention; or as a prime coat.

2. MATERIALS

Furnish materials of the type and grade shown on the plans in accordance with the following:

- 2.1. **Emulsion.** Furnish emulsified asphalt meeting the requirements of Item 300, "Asphalt, Oils, and Emulsions."
- 2.2. **Emulsion and Water Mixture.** Dilute the emulsion by adding water to create a mixture containing a proportion of emulsion, expressed as a percentage of total volume, in accordance with the percentage shown on the plans or as directed.

3. EQUIPMENT

Provide a self-propelled sprinkler in accordance with Article 204.3., "Equipment." Provide current calibration documentation for the tank used for distribution.

4. CONSTRUCTION

Agitate the emulsion and water mixture to produce a uniform blend. Evenly distribute at the rate selected by the Engineer to locations shown on the plans or as directed.

- 4.1. **Base or Subgrade Treatment.** Treat the base or subgrade to the depth and width shown on the plans or as directed.

Regulate the percentage of emulsion in the mixture and distribute successive applications to achieve the specified rate. Maintain the proper moisture content of the treated material. Mix the treated material, then shape and compact as required by the specification for the course. Finish the course to the line, grade, and typical section shown on the plans. Maintain the surface with light applications of the mixture while curing the course, as directed.
- 4.2. **Erosion Control.** Apply the mixture as shown on the plans or as directed.
- 4.3. **Prime Coat.** Regulate the percentage of emulsion in the mixture and distribute successive applications to achieve the specified rate.

5. MEASUREMENT

The treatment will be measured by the gallon of emulsion used in the emulsion and water mixture.

6. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Emulsified Asphalt (Base or Subgrade Treatment)," "Emulsified Asphalt (Erosion Control)," or "Emulsified Asphalt (Prime Coat)," of the type and grade specified. This price is full compensation for materials, including emulsion and water, and for equipment, labor, tools, and incidentals.

Special Provision to Item 316

Seal Coat



Item 316, "Seal Coat" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Section 4.8, "Asphalt Placement" is supplemented by the following:

4.8.5. Collect all samples in accordance with Tex-500-C, "Sampling Bituminous Materials, Pre-Molded Joint Fillers, and Joint Sealers" from the distributor and with witness by the Engineer.

At least once per project, collect split samples of each binder grade and source used. The Engineer will submit one split sample to MTD for testing and retain the other split sample.

In addition, collect one sample of each binder grade and source used on the project for each production day. The Engineer will retain these samples.

The Engineer will keep all retained samples for one yr., for hot-applied binders and cutback asphalts; or for two mo., for emulsified asphalts. The Engineer may submit retained samples to MTD for testing as necessary or as requested by MTD.

Special Provision to Item 334

Hot-Mix Cold-Laid Asphalt Concrete Pavement



Item 334, "Hot-Mix Cold-Laid Asphalt Concrete Pavement," 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 hereby.

Section 334.4.1.2., "Job-Mix Formula Approval." Table 5 is voided and replaced by the following:

Table 5
Laboratory Mixture Design Properties

Property	Test Method	Requirement
Target laboratory-molded density, % ¹	Tex-207-F	94.0 ± 1.5
Hveem stability, Min	Tex-208-F	35
Cantabro loss, %, Max	Tex-245-F	10
Hydrocarbon-volatile content, %, Max	Tex-213-F	0.6
Moisture content, %, Max ²	Tex-212-F	1.0
Boil test, %, Max ³	Tex-530-C	10

1. Unless otherwise shown on the plans.
2. Unless otherwise approved.
3. Limit may be increased or eliminated when approved.

Special Provision to Item 340 Dense-Graded Hot-Mix (Small Quantity)



Item 340, "Dense-Graded Hot-Mix (Small Quantity)" of the Standard Specifications is replaced by Special Specification [3076](#), "Dense-Graded Hot-Mix Asphalt," Section 4.9.4., "Exempt Production." All Item 340 Special Provisions and bid codes are no longer available, beginning with the February 2022 letting.

Special Provision to Item 360 Concrete Pavement



Item 360, "Concrete Pavement" 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 360.2.1., "Materials," the third paragraph is voided and replaced by the following:

For continuously reinforced concrete pavements, use a coarse aggregate with a rated coefficient of thermal expansion of not more than 5.5×10^{-6} in./in./°F as listed in the Department's *Concrete Rated Source Quality Catalog*.

Section 360.4.8.3., "Surface Texture," the second paragraph is voided and replaced by the following:

A metal-tine texture finish is required unless otherwise shown on the plans. Provide transverse or longitudinal tining unless otherwise shown on the plans. Immediately following the carpet drag, apply a single coat of evaporation retardant, if needed, at the rate recommended by the manufacturer. Provide the metal-tine finish immediately after the concrete surface has set enough for consistent tining. Operate the metal-tine device to obtain grooves approximately 3/16 in. deep, with a minimum depth of 1/8 in., and approximately 1/12 in. wide. Do not overlap a previously tined area. Use manual methods to achieve similar results on ramps, small or irregular areas, and narrow width sections of pavements. Repair damage to the edge of the slab and joints immediately after texturing. Do not tine pavement that will be overlaid or that is scheduled for blanket diamond grinding or shot blasting.

Special Provision to Item 400

Excavation and Backfill for Structures



Item 400, "Excavation and Backfill for Structures" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 400.2., "Materials", is supplemented by the following:

Unless otherwise shown on the plans, the sand backfill shall have 70-100% passing a No. 10 sieve. The plastic Index (PI) as determined by Test Method Tex-106-E shall not exceed 6. At all pipe joints backfilled with sand, the Contractor shall install a filter fabric designed to prevent the migration of sand into the pipes as approved by the Engineer. Filter fabric shall meet the requirements of DMS-6200, Type I.

Unless otherwise shown on the plans, the gravel shall conform to Aggregate Grade No. 1, 2, 3 or 4 requirements shown on Table 4 of Article 421.2.

Article 400.4., "Measurement", is supplemented by the following:

4.4. Sand Backfill. Sand Backfill will be measured by the cubic yard. When shown on the plans, the excavation shall be backfilled to the elevations shown with sand. The sand backfill will be measured in accordance with the backfill diagram shown on the plans.

4.5. Structural Excavation (Special). Structural Excavation (Special) for Gravel Bedding will be measured by the cubic yard.

Section 5.1., "Structural Excavation", is supplemented by the following:

When the plans specify or when the Engineer directs the use of gravel bedding material, excavation below the footing grades will be measured and paid for as "Structural Excavation (Special)". The unit price bid for "Structural Excavation (Special)" shall also be full compensation for furnishing, hauling and placing gravel bedding material and for all labor, equipment, tools and incidentals necessary to complete the work.

Section 5.5., "Cutting and Restoring Pavement." The first sentence is voided and replaced by the following:

Cutting and restoring pavement will be paid for at the unit price bid for "Cutting and Restoring Pavement" of the type specified.

Article 400.5., "Payment", is supplemented by the following:

5.6. Sand Backfill. The unit price bid for "Sand Backfill" shall be full compensation for excavation and furnishing sand backfill and filter fabric, hauling, placing and compacting the sand backfill and filter fabric; and materials, equipment, labor, tools and incidentals.

Special Provision to Item 420

Concrete Substructure



Item 420, "Concrete Substructures" 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 420.6., "Payment." The first paragraph is replaced by the following:

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for the class of concrete and element identified and by the special designation when appropriate. This price is full compensation for furnishing, hauling, and mixing concrete materials; furnishing, bending, fabricating, splicing, welding and placing the required reinforcement; clips, blocks, metal spacers, ties, wire, or other materials used for fastening reinforcement in place; placing, finishing, and curing concrete; mass placement controls; applying ordinary surface finish; furnishing and placing drains, metal flashing strips, and expansion-joint material; excavation, subgrade preparation; and forms and falsework, 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 Cementitious Materials (SCM).

- **Coal Ash.** Furnish sources of fly ash, , Modified fly ash (MFA), harvested coal ash, and Ground Bottom Ash (GBA) conforming to [DMS-4610](#), "Coal Ash."
- **Slag Cement.** Furnish Slag Cement in accordance with [DMS-4620](#), "Slag Cement."
- **Silica Fume.** Furnish silica fume in accordance with [DMS-4630](#), "Silica Fume."
- **Natural Pozzolans.** Furnish Natural Pozzolans in accordance with [DMS-4635](#), "Natural Pozzolans."

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 C94 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 coal ash or natural pozzolan 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, traffic rail, culverts except top slab of direct traffic culverts, headwalls, wing walls, inlets, manholes, 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 coal ash or natural pozzolan 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, 8	<p>Mix design options 1-8 allowed for cast-in-place concrete and the following precast elements unless otherwise stated in the plans:</p> <ul style="list-style-type: none"> ■ Bridge Deck Panels, ■ Retaining Wall Systems, ■ Coping, ■ Sound Walls, ■ Wall Columns, ■ Traffic Rail, ■ Traffic Barrier, ■ Long/Arch Span Culverts, and ■ precast concrete products included in Item 462, "Concrete Box Culverts and Drains, Item 464, "Reinforced Concrete Pipe," and Item 465, "Junction Boxes, Manholes, and Inlets." <p>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 allowed for cast-in-place Class H concrete.</p>	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

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
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 coal ash or natural pozzolan listed in the MPL's 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 Min 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
"X" (HPC) <small>6,8,9</small>	Note ¹⁰	0.45	Note ¹⁰	I, II, I/II, III, IP, IL, IS, IT, V	1-4, & 8	Max coal 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) <small>6,8,9</small>	Note ¹⁰	0.45	Note ¹⁰	I/II, II, IP, IL (MS or HS), IS, IT (MS or HS), V	1-4, & 7	When using coal ash, only use coal ashes allowed for SRC as listed in the Coal Ash MPL. Type III-MS may be used where allowed. Type I, Type IL, and Type III cements may be used when natural pozzolans are used or when coal ashes allowed for SRC as listed in the Coal Ash MPL are used, and with a Max 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. Use Option 7 for precast concrete where allowed.	

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

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 421.4.2.3., Chemical Admixtures,” the second paragraph is voided and replaced with the following.

Use a 30% calcium nitrite solution when a corrosion-inhibiting admixture is required. Dose the admixture at the rate of gallons of admixture per cubic yard of concrete shown on the plans. Use set retarding admixtures, as needed, to control setting time to ensure concrete containing corrosion inhibiting admixtures remain workable for the entire duration of the concrete placement. Perform setting time testing and slump loss testing during trial batch testing.

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 – 7
Bridge slabs, top slabs of direct traffic culverts, approach slabs, concrete overlays, latex-modified concrete for bridge deck overlays	3 – 6
Inlets, manholes, walls (less than 9 in. thick), bridge railing, culverts, concrete traffic barrier, concrete pavement (formed)	4 – 6
Precast concrete	4 – 9
Underwater concrete placements	6 – 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. Max 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 421.4.2.6., “Mix Design Options,” is voided and replaced with the following.

Option 1. Replace cement with at least the minimum dosage listed in the MPL for the coal ash or natural pozzolan used in the mixture. Do not replace more than 50% of the cement. Conduct Option 8 testing as listed on the MPL.

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 coal ash, slag cement, natural pozzolan, or at least 3% silica fume; however, 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. When replacing blended cements with additional SCM's, the replacement limits in Option 3 will apply to the final cementitious mixture. When using coal

ash or natural pozzolans not having a minimum dosage listed in the MPL in the final cementitious mixture, perform Option 8 testing.

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 listed on the MPL, certified by the Materials and Tests 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 Coal 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 MPL. Before use of the mix, provide a certified test report signed and sealed by a licensed professional engineer demonstrating the proposed mixture in accordance with 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 C1876 test results indicate the uniaxial resistivity of the concrete is greater than 15.6 kΩ-cm 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 Min replacement listed in the Coal Ash MPL, or when Option 8 is listed on the MPL, use a Min of 40% coal ash with a Max 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 coal 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 Min replacement listed in the Coal Ash MPL, or when Option 8 is listed on the MPL, use a Min of 40% coal ash with a Max 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 423

Retaining Walls



Item 423, "Retaining Walls" 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 2.1., "General" is supplemented with the following:

Construct permanent retaining walls approved for use in accordance with [DMS 4800](#), "Proprietary Earth Retaining Wall System," and on the Approved System list for Concrete Block Retaining Walls Systems and Mechanically Stabilized Earth Panel Type Systems.

Special Provision to Item 426

Post-Tensioning



Item 426, "Post-Tensioning" 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 2.1., "Prestressing Steel." The first bullet is voided and replaced with the following.

- Seven-wire steel strand meeting [DMS-4500](#), "Steel Strand, Uncoated Seven-Wire Low Relaxation for Prestressed Concrete," or

Section 2.2., "Post-Tensioning System." The second bulleted item is voided and replaced with the following:

- Provide pre-packaged grouts in accordance with [DMS-4670](#), "Grouts for Post-Tensioning." Do not use grouts that exceed the manufacturers' recommended shelf life or 6 mo. after date of manufacture, whichever is less.

Section 4.2., "Required Submittals." The section is voided and replaced with the following.

4.2. **Required Submittals.** Submit information required in this Section for post-tensioned elements, in addition to forming and falsework plans required by Item 420, "Concrete Substructures," and Item 424, "Precast Concrete Structural Members (Fabrication)." Include all necessary construction information in these submittals for cast-in-place and precast construction including, but not limited to the information required in this Section.

4.2.1. **Design Calculations.** Provide design procedures, coefficients, allowable stresses, tendon spacing, and clearances in accordance with the AASHTO LRFD *Bridge Design Specifications* and PTI/ASBI M50 unless otherwise shown on the plans. Submit enough calculations to support the proposed system and method of post-tensioning including friction loss diagrams. When the required jacking force for a particular type of tendon, duct, and configuration is furnished on the plans, design calculations are not required except to adjust for conditions different from those shown on the plans.

4.2.2. **Post-Tensioning Details.** Provide drawings with details that meet the requirements of PTI/ASBI M50 and this Specification.

4.2.3. **Grouting Plan.** Submit for approval written grouting procedures at least four weeks before the start of the element's construction. Include items required by PTI M55.

Include the names of people responsible for PT installation and grouting operations, with the foreman of each grouting crew certified as a PTI Level 2 Bonded PT Field Specialist and ASBI Certified Grouting Technician.

4.2.4. **Stressing Safety Plan.** Provide a plan to protect the public, workers, and Department personnel on and around the vicinity where post-tensioning operations are occurring.

Submit for approval, a detailed safety plan which identifies potential risk associated with post-tensioning operations, including but not limited to:

- tendon alignment,
- temporary shoring,
- ram operations, and
- stand anchorage.

Section 4.3., “Design Calculations.” The section is voided and replaced with the following.

- 4.3. **Packaging, Storing, and Handling of Post-Tensioning Components.** Package, store, and handle post-tensioning steel, grout, duct, and other accessories in accordance with PTI/ASBI M50 and PTI M55 unless otherwise indicated. Acceptance and rejection criteria for strand will follow PTI/ASBI M50 and PTI M55.

The following exceptions apply:

- grout storage onsite will be limited to 30 days unless approval by the Engineer is given in advance of material delivery,
- install grout caps and ensure vents are closed at all times so that water and other contaminants cannot enter the duct before strand installation, and
- do not flush ducts at any time.

Section 4.4., “Packaging, Storing, and Handling of Post-Tensioning Components.” The section is voided and replaced with the following.

- 4.4. **Duct and Prestressing Steel Installation for Post-Tensioning.** Follow PTI/ASBI M50 for duct and prestressing steel installation procedures and requirements unless otherwise specified. Verify that concrete strength requirements on the plans are met for stressing and staged loading of post-tensioned structural elements.

Stress the tendons within seven days of installing the strand in the ducts unless otherwise approved in advance. Follow the tensioning procedure noted in the approved post-tensioning details.

Section 4.5., “Duct and Prestressing Steel Installation for Post-Tensioning.” The section is voided and replaced with the following.

- 4.5. **Grouting.** Grout in accordance with PTI M55.

Grout within 14 days of tendon stressing unless otherwise specified or approved. Obtain approval to extend the grouting time before stressing tendons.

Do not allow the grout temperature to exceed 85°F during mixing and pumping. Do not grout when the ambient temperature is below 35°F. Field-test the grout in accordance with Table 1 during grout installation. Perform field-testing by trained personnel at the Contractor’s expense while witnessed by the Engineer. Pump at the lowest pressure possible that will maintain a continuous flow of grout.

Table1
Requirements for Field-Testing of Grout

Test	Frequency	Requirement
Schupak Pressure Bleed Test (ASTM C1741)	1 per day	Per DMS-4670
Fluidity test (Tex-437-A , Method 2)	2 every 2 hr. 2 min. per day	per DMS-4670
Compressive Strength test (3" × 6" cylinders)	1 per day	per DMS-4670
Mud Balance test (Tex-130-E , Part II) ^{1,2}	2 per day	per PTI M55

1. Take one sample from the mixer and one sample from the farthest duct outlet.
2. Verify wet density is within the range established by the department.

Section 4.6., “Grouting.” The section is voided and not replaced.

Article 5., “MEASUREMENT AND PAYMENT.” The section is voided and replaced with the following.

5. **MEASUREMENT**

This Item will be measured by the each PT element or member. An element or member is defined by one of the following individual components.

- PT Cap

- PT Column
- PT Bent
- Other elements shown in the plans.

The PT may extend into other elements which is subsidiary to the main element being post-tensioned.

6.

PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "PT" for the member type shown on the plans. This price is full compensation for submittals, mock-ups, prestressing steel, post-tensioning, ducts, grout fittings, grout, end anchorages, bearing plates, equipment, labor, materials, tools, and incidentals. Materials furnished for testing will not be paid for directly.

Post-tensioning of precast members, tensioned at a fabrication plant, will not be paid for directly but will be subsidiary to pertinent Items.

Special Provision to Item 427

Surface Finishes for Concrete



Item 427, "Surface Finishes for 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 427.2.1 "Coatings," is supplemented with the following:

Epoxy Waterproofing. Provide Type X Epoxy per [DMS-6100](#) "Epoxies and Adhesives." Match color of coating with Federal Standard 595C color 35630, concrete gray, unless otherwise shown on the plans.

Article 427.4.2.2 "Application," is supplemented with the following:

Epoxy Waterproofing. Mix epoxy per manufacturer's instructions. Apply the coating on a dry surface at a maximum application rate of 100 sq. ft per gallon. Apply a thin uniform film of mixed epoxy to the substrate by the use of a short nap roller or brush. The epoxy may be sprayed following the thinning requirements of the manufacturer. No more than 15% reduction is permitted.

Match the color of the applied coating with the color standard shown on the plans. Apply when ambient temperature is between 50°F and 100°F.

Article 427.6 "Payment," the second paragraph is voided and replaced in its entirety with:

When a surface finish for concrete is specified as a pay item, 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 "Adhesive Grout Finish," "Concrete Paint Finish," "Opaque Sealer Finish," "Silicone Resin Paint Finish," "Epoxy Waterproof Finish," or "Blast Finish." This price is full compensation for materials; cleaning and preparing surfaces; application of materials; and equipment, labor, tools, and incidentals.

Special Provision to Item 440

Reinforcement for Concrete



Item 440, "Reinforcement for 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 440.2., "Materials," is supplemented with the following.

- 2.7. **Welded Deformed Bar Mat Reinforcement.** Provide welded deformed bar mats in accordance with ASTM A184 except as otherwise noted in this Specification. Fabricate welded bar mats from deformed steel bars in accordance with ASTM A706 by securely connecting every intersection with a process of electrical resistance welding that employs the principle of fusion combined with pressure. The bars must be assembled by automatic machines or by other suitable mechanical means that will assure accurate spacing and alignment of all bars of the finished product.
- 2.14. **Zinc-Coated, Hot-Dip Galvanized Class I or Class II Steel Reinforcement.** Provide zinc-coated, hot-dip galvanized Class I or Class II steel reinforcement in accordance with ASTM A767, Grade 60 or Grade 75, when shown on the plans and as allowed.
- 2.15. **Continuously Hot-Dip Galvanized Reinforcement (CGR).** Provide CGR in accordance with ASTM A1094 steel reinforcement, Grade 60 or Grade 75, when shown on the plans and as allowed.

Section 440.2.1., "Approved Mills." The second paragraph is voided and not replaced.

Section 440.2.5., "Weldable Reinforcing Steel," is supplemented with the following.

All welding operations must be performed before hot-dip galvanizing.

Section 440.2.8., "Mechanical Couplers," is voided and replaced with the following.

Use couplers of the type specified in [DMS-4510](#), "Mechanical Couplers for Reinforcing Steel," Section 4510.6.1., "General Requirements," when mechanical splices in reinforcing steel bars are shown on the plans.

Furnish only couplers pre-qualified in accordance with [DMS-4510](#), "Mechanical Couplers for Reinforcing Steel." Ensure sleeve-wedge type couplers are not used on coated reinforcing. Sample mechanical couplers in accordance with [Tex-743-I](#) for testing before use on individual projects. Test the mechanical couplers for every project in which mechanical couplers are used in accordance with [Tex-744-I](#). Furnish couplers only at locations shown on the plans.

Furnish couplers for stainless reinforcing steel with the same alloy designation as the reinforcing steel.

Provide hot-dip or mechanically galvanized couplers when splicing galvanized reinforcing or CGR.

Section 440.2.11., "Low Carbon/Chromium Reinforcing Steel." The first sentence is voided and replaced by the following.

Provide deformed steel bars in accordance with ASTM A1035, Grade 100, Type CS, when low-carbon, chromium-reinforcing steel is required on the plans. Type CM will be permitted only if specified on the plans.

Section 440.3.1., "Bending," is supplemented with the following.

Do not bend hot-dip galvanized reinforcement. Only minor positioning adjustments are permitted.

Bending of CGR is permitted after galvanizing.

Section 440.3.5., “Placing.” The following will be added to the fourth paragraph.

Use Class 1 or Class 1A supports with CGR. Provide epoxy- or plastic-coated tie wires and clips for use with epoxy-coated reinforcing steel.

Section 440.3.6.3., “Repairing Coating,” is supplemented with the following:

Repair damaged galvanized surfaces in accordance with Section 445.3.5.2., “Repair Processes.”

Special Provision to Item 441

Steel Structures



Item 441, "Steel Structures" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Section 441.2.2., "Approved Electrodes and Flux-Electrode Combinations," is voided and replaced with the following:

Use only electrodes and flux-electrode combinations conforming to AWS A5 specifications, and pertinent classifications for the applicable welding processes. When requested, submit a current Certificate of Conformance (COC) containing all test results as required by the applicable AWS A5 specification and welding code. Provide proof of Buy America compliance for welding consumables when requested. For bridge main member fabrication, submit the COC annually.

Section 441.2.3., "High-Strength Bolts," is revised and replaced by the following:

Use fasteners that meet Item 447, "Structural Bolting." Use galvanized fasteners on field connections of bridge members when ASTM F3125-Grade A325 bolts are specified, and steel is painted.

Section 441.3.1.5.1., "Plants," The second and third paragraphs are voided and replaced with the following:

Fabrication plants that produce the following non-bridge steel members must be approved in accordance with DMS-7380, "Steel Non-Bridge Member Fabrication Plant Qualification."

- Item 610, "Roadway Illumination Poles"
- Item 613, "High Mast Illumination Poles"
- Item 614, "High Mast Rings and Support Assemblies"
- Item 650, "Overhead Sign Support Structures"
- Item 654, "Sign Walkways"
- Item 686, "Traffic Signal Poles"
- Special Specification 6064, "Intelligent Transportation System (ITS) Poles."

The Materials and Tests Division (MTD) maintains a list of approved non-bridge fabrication plants on the Department MPL that produce these members.

Section 441.3.1.6.1., "Erection Drawings," the third paragraph is voided and replaced with the following:

Perform erection engineering evaluation of the structural adequacy and stability of constructing the bridge system for each step of the steel erection.

Section 441.3.1.5.3., "Nondestructive Testing (NDT)," is voided and replaced with the following:

Personnel performing NDT must be qualified in accordance with the applicable AWS code and the employer's Written Practice. Level III personnel who qualifies Level I and Level II technicians must be certified by ASNT for which the NDT Level III is qualified. In addition, NDT technicians must pass hands-on tests that MTD administers. This will remain current provided they continue to perform testing on Department materials as evidenced by test reports requiring their signature. A technician who fails any of the hands-on tests must wait 3 mo. or as approved otherwise before retesting. Qualification to perform NDT will be revoked when the technician's employment is terminated or when the technician goes 6 mo. without performing a test on a Department project. The technician must pass a new hands-on test to be re-certified. Testing of similar weld joints for non-Department projects may be considered by the Engineer instead of re-testing provided enough documentation is submitted with the signature of the project's Engineer. These requirements also apply to testing agencies, and individual third-party contractors.

Section 441.3.1.5.4., “Welding Procedure Specification Qualification Testing,” is voided and replaced by the following:

For Fabricators qualified in accordance with DMS-7370, DMS-7380, or DMS-7395, laboratories performing procedure qualification testing for welding procedure specifications (WPSs) must be accredited by a nationally recognized agency that performs testing in accordance with ISO/International Electrotechnical Commission (IEC) 17025 in the mechanical field of testing.

Section 441.3.1.9., “Material Identification,” is amended to include the following paragraph:

Low-stress stencil marks must have a radius instead of a sharp point. Acceptable stencils include dot, vibration, and rounded-V stencils. Label these stencils so that they are easily distinguishable from other stencils that are not low-stress.

Section 441.3.2.4.1., “Flange Tilt,” the last sentence is voided and replaced with the following:

Minor jacking that does not deform the material will be permitted.

Section 441.3.2.5.3., “Magnetic Particle Testing,” is voided and replaced with the following:

Use alternating current (AC) when using the yoke method unless otherwise approved. Welds may be further evaluated with half-wave rectified DC for subsurface indications. Centerline cracking may be detected with aluminum prod method when approved.

Section 441.3.5.8., “Hammering,” is added to state the following:

Do not perform hammering on any portion of the member that causes the material to permanently deform. Avoid damage to the material by measures such as use of brass or aluminum hammers or by padding the area to be hammered.

Section 441.3.8.1., “Shop Painting,” is amended to include with the following paragraph:

Measure the anchor profile after blast cleaning at random locations along the thermal cut surfaces. If specified anchor profile is not achieved over the entire flame cut surface, grind the edges and re-blast to achieve the required anchor pattern.

Section 441.3.9., “Handling and Storage of Materials,” The second sentence of the second paragraph is replaced by the following:

Keep materials clean and avoid damaging of the applied coating.

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 448

Structural Field Welding



Item 448, "Structural Field Welding" 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 448.2., "Materials," the third paragraph is voided and replaced with the following:

Use only electrodes and flux-electrode combinations conforming to AWS A5 specifications and pertinent classifications for the applicable welding processes. When requested, submit a current Certificate of Conformance (COC) containing acceptable wording indicating Buy America compliance and all tests required by the applicable AWS specifications and welding codes. Tests must be conducted on electrodes of the same class, size, and brand; and manufactured by the same process and with the same materials as the electrodes to be furnished.

Special Provision to Item 449

Anchor Bolts



Item 449, "Anchor Bolts" 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 449.2.1., "Bolts and Nuts." Table 1 is replaced by the following:

Table 1
Bolt and Nut Standards

Specified Anchor Bolt Category	Bolt Standards	Nut Standards
Mild steel	ASTM A307 Gr. A, F1554 Gr. 36, or A36	ASTM A563
Medium-strength, mild steel	ASTM F1554 Gr. 55 with supplementary requirement S1	ASTM A194 Gr. 2 or A563 Gr. D or better
High-strength steel	ASTM F3125-Grade A325 or ASTM A449 ¹	ASTM A194 or A563, heavy hex
Alloy steel	ASTM A193 Gr. B7 or F1554 Gr. 105	ASTM A194 Gr. 2H or A563 Gr. DH, heavy hex

1. If headed bolts are specified, ASTM A449 bolts must be heavy hex head.

Section 449.3.3.1, "Anchor Bolt Thread Lubricant Coating," The first sentence of the first paragraph is voided and replaced by the following.

Coat anchor bolt threads before installing nuts with an electrically conducting lubricant compound described in Section 449.3.3.2.1., "Definitions," for traffic signal poles, roadway illumination poles, high mast illumination poles, intelligent transportation system poles, overhead sign support structures, and steel electrical service supports.

Section 449.3.3.2, "Anchor Bolt Tightening Procedure," The first sentence of the first paragraph is voided and replaced by the following.

Tighten anchor bolts for traffic signal poles, shoe base and concrete traffic barrier base roadway illumination poles, high mast illumination poles, intelligent transportation system poles, and overhead sign support structures in accordance with this Section.

Special Provision to Item 462

Concrete Box Culverts and Drains



Item 462, "Concrete Box Culverts and Drains," 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 2.1., "General." The last paragraph is voided and replaced with the following:

Furnish material for precast formed and machine-made box culverts in accordance with DMS-7305, "Fabrication and Qualification Procedure for Multi-Project Fabrication Plants of Precast Concrete Drainage Structures."

Sections 2.2.2., "Formed Precast," and 2.2.3., "Machine-Made Precast," are voided and replaced by the following.

2.2.2 **Precast.** Precast formed and machine –made box culvert fabrication plants must be approved in accordance with DMS-7305, "Fabrication and Qualification Procedure for Multi-Project Fabrication Plants of Precast Concrete Drainage Structures." The Construction Division maintains a list of approved precast box culvert fabrication plants on the Department's MPL. Fabricate precast boxes in accordance with DMS-7305, "Fabrication and Qualification Procedure for Multi-Project Fabrication Plants of Precast Concrete Drainage Structures."

Sections 2.3.2., "Formed Precast," and 2.3.3., "Machine-Made Precast," are voided and replaced by the following.

2.3.2 **Precast.** Make, cure, and test compressive test specimens for precast formed and machine –made box culverts in accordance with DMS-7305, "Fabrication and Qualification Procedure for Multi-Project Fabrication Plants of Precast Concrete Drainage Structures."

Section 2.5., "Marking," the first paragraph is voided and replaced with the following.

Marking. Clearly mark each precast unit with the following:

- Name or trademark of fabricator and plant location;
- ASTM designation and product designation (when applicable);
- Date of manufacture,
- Box size,
- Minimum and maximum fill heights,
- Designation "TX" for precast units fabricated per DMS-7305,
- Fabricator's designated approval stamp for each approved unit,
- Designation "SR" for boxes meeting sulfate-resistant concrete plan requirements (when applicable), and
- Precast drainage structures used for jacking and boring (when applicable).

Section 2.6., "Tolerances." The section is voided and replaced with the following.

Ensure precast sections meet the permissible variations listed in ASTM C1577.

Ensure that the sides of a section at each end do not vary from being perpendicular to the top and bottom by more than 1/2 in. when measured diagonally between opposite interior corners. Deviations from this tolerance will be acceptable if the sections can be fitted at the plant and the joint opening at any point does not exceed 1 in. Use match-marks for proper installation on sections that have been accepted in this manner.

Ensure wall and slab thicknesses are not less than shown on the plans except for occasional deficiencies not greater than 3/16 in. or 5%, whichever is greater. If proper jointing is not affected, thicknesses in excess of plan requirements are acceptable.

Section 2.7., “Defects and Repair.” The section is voided and replaced with the following:

Fine cracks on the surface of members that do not extend to the plane of the nearest reinforcement are acceptable unless the cracks are numerous and extensive. Repair cracks that extend into the plane of the reinforcing steel in accordance with the Department’s Concrete Repair Manual. The Engineer may accept boxes with repairs that are sound, properly finished, and cured in conformance with pertinent specifications. Discontinue further production of precast sections until corrections are made and proper curing is provided when fine cracks on the surface indicate poor curing practices.

Repair precast boxes in accordance with DMS-7305, “Fabrication and Qualification Procedure for Multi-Project Fabrication Plants of Precast Concrete Drainage Structures.”

Section 2.8., “Storage and Shipment.” This section is voided and replaced with the following:

- 2.8 **Storage and Shipment.** Store precast sections on a level surface. Do not place any load on the sections until design strength is reached and curing is complete. Store and ship precast boxes in accordance with DMS-7305, “Fabrication and Qualification Production for Multi-Project Fabrication Plants of Precast Concrete Drainage Structures.

Special Provision to Item 464

Reinforced Concrete Pipe



Item 464, "Reinforced Concrete Pipe," 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 2.1., "Fabrication." The section is voided and replaced with the following.

Fabrication plants must be approved by the Materials and Tests Division in accordance with DMS-7305, "Fabrication and Qualification Procedure for Multi-Project Fabrication Plants of Precast Concrete Drainage Structures," before furnishing precast reinforced concrete pipe for Departmental projects. The Department's MPL has a list of approved reinforced concrete pipe plants.

Furnish material and fabricate reinforced concrete pipe in accordance with DMS-7305, "Fabrication and Qualification Procedure for Multi-Project Fabrication Plants of Precast Concrete Drainage Structures."

Section 2.3., "Marking." The first paragraph is voided and replaced with the following.

Furnish each section of reinforced concrete pipe marked with the following information specified in DMS-7305, "Fabrication and Qualification Procedure for Multi-Project Fabrication Plants of Precast Concrete Drainage Structures."

- Class or D-Load of pipe,
- ASTM designation,
- Date of manufacture,
- Pipe size,
- Name or trademark of fabricator and plant location,
- Designation "TX" for precast units fabricated per DMS-7305;
- Designated fabricator's approval stamp for each approved unit,
- Pipe to be used for jacking and boring (when applicable), and
- Designation "SR" for pipe meeting sulfate-resistant concrete plan requirements (when applicable).

Section 2.5., "Causes for Rejection." The section is voided and replaced with the following.

Individual sections of pipe may be rejected for any of the conditions stated in the Annex of DMS-7305, "Fabrication and Qualification Procedure for Multi-Project Fabrication Plants of Precast Concrete Drainage Structures."

Section 2.6., "Repairs." The section is voided and replaced with the following:

Make repairs, if necessary, as stated in the Annex of DMS-7305, "Fabrication and Qualification Procedure for Multi-Project Fabrication Plants of Precast Concrete Drainage Structures."

Special Provision to Item 465

Junction Boxes, Manholes, and Inlets



Item 465, "Junction Boxes, Manholes, and Inlets," 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 2.1., "Concrete," The section is voided and replaced with the following.

Furnish concrete per DMS-7305 for formed and machine-made precast junction boxes, manholes, and inlets. Furnish Class C concrete for cast-in-place junction boxes, manholes, and inlets unless otherwise shown on the plans.

Section 3.1., "Precast Junction Boxes, Manholes, and Inlets," The section is voided and replaced with the following.

Construct formed and machine-made precast junction boxes, manholes, and inlets in accordance with DMS-7305, "Fabrication and Qualification Procedure for Multi-Project Fabrication Plants of Precast Concrete Drainage Structures" and the Contract Plans, except as otherwise noted in this Item.

Multi-project fabrication plants as defined in Item 424 "Precast Concrete Structural Members (Fabrication)," that produce junction boxes, manholes, and inlets will be approved by the Materials and Tests Division in accordance with DMS-7305, "Fabrication and Qualification Procedure for Multi-Project Fabrication Plants of Precast Concrete Drainage Structures." The Department's MPL has a list of approved multi-project fabrication plants.

Section 3.1.1., "Lifting Holes," The section is voided and not replaced.

Section 3.1.2., "Marking," The section is voided and replaced with the following.

Marking. Clearly mark each precast junction box, manhole, and inlet unit with the following information:

- name or trademark of fabricator and plant location;
- product designation;
- ASTM designation (if applicable);
- date of manufacture;
- designation "TX" for precast units fabricated per DMS-7305;
- designated fabricator's approval stamp for each approved unit; and
- designation "SR" for product meeting sulfate-resistant concrete plan requirements (when applicable).

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



Item 506, "Temporary Erosion, Sedimentation, and Environmental Controls," 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 506.1., "Description." The second paragraph is voided and replaced by the following.

Contractor is considered primary operator to have day-to-day operational control as defined in TPDES GP TXR150000.

- 1.1. For projects with soil disturbance of less than 1 acre, no submittal to TCEQ will be required but Contractor will follow SWP3. For projects with soil disturbance of 1 acre to less than 5 acres a small site notice will be posted at the site. For projects with soil disturbance of 5 acres or more a Notice of Intent (NOI) is required and a large site notice posted at site. Postings will be in accordance with TPDES GP TXR150000. Postings not associated with project specific locations will be in same location as Department's postings.
- 1.2. **Notice of Intent (NOI).** Submit a NOI, if applicable, with the TCEQ under the TPDES GP TXR150000 at least 7 days prior to commencement of construction activities at the project site. Provide a signed copy to the Engineer and any other MS4 operators at the time of submittal. The Department will submit their NOI prior to contractor submission and will provide a copy for Contractor's use in completing the Contractor's NOI form.
- 1.3. **Notice of Change (NOC).** Upon concurrence of the Engineer, submit a NOC, if applicable, to the TCEQ within 14 days of discovery of a change or revision to the NOI as required by the TPDES GP TXR150000. Provide a signed copy of the NOC to the Engineer and any other MS4 operators at the time of submittal.
- 1.4. **Notice of Termination (NOT).** Upon concurrence of the Engineer, submit a NOT, if applicable, to the TCEQ within 30 days of the Engineer's approval that 70% native background vegetative cover is met or equivalent permanent stabilization have been employed in accordance with the TPDES GP TXR 150000. Provide a signed copy of the NOT to the Engineer and any other MS4 operators at the time of submittal.

Section 506.3.1, "Contractor Responsible Person Environmental (CRPE) Qualifications and Responsibilities," is supplemented by the following:

- 3.1. **Contractor Responsible Person Environmental (CRPE) Qualifications and Responsibilities.** Provide and designate in writing at the preconstruction conference a CRPE and alternate CRPE who have overall responsibility for the storm water management program. The CRPE will implement stormwater and erosion control practices; will oversee and observe stormwater control measure monitoring and management; will monitor the project site daily and produce daily monitoring reports as long as there are BMPs in place or soil disturbing activities are evident to ensure compliance with the SWP3 and TPDES General Permit TXR150000. Daily monitor reports shall be maintained and made available upon request. During time suspensions when work is not occurring or on contract non-work days, daily inspections are not required unless a rain event has occurred. The CRPE will provide recommendations on how to improve the effectiveness of control measures. Attend the Department's preconstruction conference for the project. Ensure training is completed as identified in Section 506.3.3., "Training," by all applicable personnel before employees work on the project. Document and maintain and make available upon request, a list, signed by the CRPE, of all applicable Contractor and subcontractor employees who have completed the training. Include the employee's name, the training course name, and date the employee completed the training.

Section 506.3.3., "Training," is supplemented by the following:

Training is provided by the Department at no cost to the Contractor and is valid for 3 yr. from the date of completion. The Engineer may require the following training at a frequency less than 3 yr. based on environmental needs:

- “Environmental Management System: Awareness Training for the Contractor” (English and Spanish) (Approximate running time 20 min.), and
- “Storm Water: Environmental Requirements During Construction” (English and Spanish) (Approximate running time 20 min.).

The Contractor responsible person environmental (CRPE), alternate CRPE designated for emergencies, Contractor's superintendent, Contractor, and subcontractor lead personnel involved in soil disturbing or SWP3 activities must enroll in and complete the training listed below and maintain and make available upon request the certificate of completion. Training is provided by a third party and is valid for 3 yr. from the date shown on the Certificate of Completion. Coordinate enrollment as prescribed by the Department and pay associated fees for the following training:

- “Revegetation During Construction,”
- “Construction General Permit Compliance,” and
- “Construction Stage Gate Checklist (CSGC).”

Training and associated fee will not be measured or paid for directly but are subsidiary to this Item.

Special Provision to Item 520

Weighing and Measuring Equipment



Item 520, "Weighing and Measuring Equipment" 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 520.2., "Equipment." The third paragraph is voided and replaced by the following.

Calibrate truck scales using weights certified by the Texas Department of Agriculture (TDA) or an equivalent agency as approved. Provide a written calibration report from a scale mechanic for truck scale calibrations. Cease plant operations during the checking operation. Do not use inaccurate or inadequate scales. Bring performance errors as close to zero as practicable when adjusting equipment.

Article 520.2., "Equipment." The fourth paragraph is amended to include the following:

At the Contractors option, an electronic ticket delivery system (e-ticketing) may be used instead of printed tickets. The use of e-ticketing will require written approval of the Engineer. At a minimum, the approved system will:

- Provide electronic, real-time e-tickets meeting the requirements of the applicable bid items;
- Automatically generate e-tickets using software and hardware fully integrated with the automated scale system used to weigh the material, and be designed in such a way that data input cannot be altered by the Contractor or the Engineer;
- Provide the Engineer access to the e-ticketing data in real-time with a web-based or app-based system compatible with iOS;
- Provide offline capabilities to prevent data loss if power or connectivity is lost;
- Require both the Contractor and the Engineer to accept or reject the e-ticket and provide the ability to record the information required by the applicable bid items, as well as any comments. Record the time of the approval/rejection and include it in the summary spreadsheet described below. Provide each party the capability to edit their respective actions and any entered information;

The Contractor may discontinue use of the e-ticket system and provide printed tickets as needed to meet the requirements of the applicable bid items.

Special Provision to Item 636

Signs



Item 636, "Signs" 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 636.3.1, "Fabrication." is deleted.

Section 636.3.1.2, "Sheeting Application." The last sentence of the fourth paragraph is voided and replaced by the following.

Do not splice sheeting or overlay films for signs fabricated with ink or with colored transparent films.

Special Provision to Item 643

Sign Identification Decals



Item 643, "Sign Identification Decals," 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. "Materials." The sign identification decal design shown in Figure 1 and the description for each row in Table 1 are supplemented by the following.

Texas Department of Transportation													
C	Fabrication Date											T	1
J	F	M	A	M	J	J	A	S	O	N	D		2
	201		202		203		204		205				3
	0	1	2	3	4	5	6	7	8	9			4
Sheeting MFR - Substrate													
A	B	C	D	E	F	G	H	J	K	L	M		5
Film MFR													
A	B	C	D	E	F	G	H	J	K	L	M		6
Sheeting MFR - Legend													
A	B	C	D	E	F	G	H	J	K	L	M		7
Installation Date													
				0	1	2	3						8
	0	1	2	3	4	5	6	7	8	9			9
J	F	M	A	M	J	J	A	S	O	N	D		10
	201		202		203		204		205				11
	0	1	2	3	4	5	6	7	8	9			12
Name of Sign Fabricator													
Physical Address													
City, State, Zip Code													
													13

Figure 1
Decal Design (Row numbers explained in Table 1)

Table 1
Decal Description
Row Explanation

1	Sign fabricator
2	Month fabricated
3	First 3 digits of year fabricated
4	Last digit of year fabricated
5	Manufacturer of the sheeting applied to the substrate
6	Film (colored transparent or non-reflective black) manufacturer
7	Manufacturer of the sheeting for the legend
8	Tens digit of date installed
9	Ones digit of date installed
10	Month installed
11	First 3 digits of year installed
12	Last digit of year installed
13	Name of sign fabricator and physical location of sign shop

Special Provision to Item 656

Foundations for Traffic Control Devices



Item 656, "Foundations for Traffic Control Devices" 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. "Construction," the first paragraph is supplemented by the following:

Ensure the top of the foundation and anchor bolts meet specified requirements in relation to the final grade.

Special Provision to Item 666

Retroreflectorized Pavement Markings



Item 666, "Retroreflectorized Pavement Markings," 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 2.3., "Glass Traffic Beads." The first paragraph is voided and replaced by the following:

Furnish drop-on glass beads in accordance with DMS-8290, "Glass Traffic Beads," or as approved. Furnish a double-drop of Type II and Type III drop-on glass beads for longitudinal pavement markings where each type bead is applied separately in equal portions (by weight), unless otherwise approved. Apply the Type III beads before applying the Type II beads. Furnish Type II beads for work zone pavement markings and transverse markings or symbols.

Section 4.3.1., "Type I Markings.," is supplemented by the following:

4.3.1.3. Spot Striping. Perform spot striping on a callout basis with a minimum callout quantity as shown on the plans.

Section 4.3.2., "Type II Markings.," is supplemented by the following:

4.3.2.1. Spot Striping. Perform spot striping on a callout basis with a minimum callout quantity as shown on the plans.

Section 4.4., "Retroreflectivity Requirements.," is voided and replaced by the following.

Type I markings for Contracts totaling more than 20,000 ft. of pavement markings must meet the following minimum retroreflectivity values for all longitudinal edgeline, centerline or no passing barrier-line, and lane line markings when measured any time after 3 days, but not later than 10 days after application.

- White markings: 250 millicandelas per square meter per lux (mcd/m²/lx)
- Yellow markings: 175 mcd/m²/lx

Retroreflectivity requirements for Type I markings are not required for Contracts with less than 20,000 ft. of pavement markings or Contracts with callout work, unless otherwise shown on the plans.

Section 4.5., "Retroreflectivity Measurements.," is voided and replaced by the following:

Use a mobile retroreflectometer to measure retroreflectivity for Contracts totaling more than 50,000 ft. of pavement markings, unless otherwise shown on the plans. For Contracts with less than 50,000 ft. of pavement markings, mobile or portable retroreflectometers may be used at the Contractor's discretion. Coordinate with and obtain authorization from the Engineer before starting any retroreflectivity data collection.

Section 4.5.1., "Mobile Retroreflectometer Measurements." The last paragraph is voided and replaced by the following.

Restripe again at the Contractor's expense with a minimum of 0.060 in. (60 mils) of Type I marking material if the average of these measurements falls below the minimum retroreflectivity requirements. Take measurements every 0.1 miles a minimum of 10 days after this third application within that mile segment for that series of markings. If the markings do not meet minimum retroreflectivity after this third application, the Engineer may require removal of all existing markings, a new application as initially specified, and a repeat of the application process until minimum retroreflectivity requirements are met.

Section 4.5.2., "Portable Retroreflector Measurements." The first and second paragraphs are voided and replaced by the following.

Provide portable measurement averages for every 1.0 mile unless otherwise specified or approved. Take a minimum of 20 measurements for each 1-mi. section of roadway for each series of markings (e.g., edgeline, center skip line, each line of a double line) and direction of traffic flow when using a portable reflectometer. Measure each line in both directions for centerlines on two-way roadways (i.e., measure both double solid lines in both directions and measure all center skip lines in both directions). The spacing between each measurement must be at least 100 ft. The Engineer may decrease the mileage frequency for measurements if the previous measurements provide satisfactory results. The Engineer may require the original number of measurements if concerns arise.

Restripe at the Contractor's expense with a minimum of 0.060 in. (60 mils) of Type I marking material if the averages of these measurements fail. Take a minimum of 10 more measurements after 10 days of this second application within that mile segment for that series of markings. Restripe again at the Contractor's expense with a minimum of 0.060 in. (60 mils) of Type I marking material if the average of these measurements falls below the minimum retroreflectivity requirements. If the markings do not meet minimum retroreflectivity after this third application, the Engineer may require removal of all existing markings, a new application as initially specified, and a repeat of the application process until minimum retroreflectivity requirements are met.

Section 4.6. "Performance Period." The first sentence is voided and replaced by the following:

All longitudinal markings must meet the minimum retroreflectivity requirements within the time frame specified. All markings must meet all other performance requirements of this specification for at least 30 calendar days after installation.

Article 6. "Payment." The first two paragraphs are voided and replaced by the following.

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Pavement Sealer" of the size specified; "Retroreflectorized Pavement Markings" of the type and color specified and the shape, width, size, and thickness (Type I markings only) specified, as applicable; "Retroreflectorized Pavement Markings with Retroreflective Requirements" of the types, colors, sizes, widths, and thicknesses specified; "Retroreflectorized Profile Pavement Markings" of the various types, colors, shapes, sizes, and widths specified; or "Reflecterized Pavement Marking (Call Out)" of the shape, width, size, and thickness (Type I markings only) specified, as applicable; or "Pavement Sealer (Call Out)" of the size specified.

This price is full compensation for materials, application of pavement markings, equipment, labor, tools, and incidentals.

Special Provision to Item 680 Highway Traffic Signals



Item 680, "Highway Traffic Signals" 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 680.3.1.1.2,"Conduit," The fourth sentence of the first paragraph is voided and replaced by the following.

Seal the ends of each conduit with approved sealant, after all cables and conductors are installed.

Special Provision to Special Specification 3096

Asphalts, Oils, and Emulsions



Special Specification 3096, "Asphalts, Oils, and Emulsions," is amended with respect to the clause cited below. No other clause or requirements of this Item are waived or changed.

Section 3096.2.2., Table 3 Polymer-Modified Asphalt Cement has been voided and replaced by the following:

Table 3
Polymer-Modified Asphalt Cement

Property	Test Procedure	Polymer-Modified Viscosity Grade											
		AC-12-5TR		NT-HA ¹		AC-15P		AC-20XP		AC-10-2TR		AC-20-5TR	
		Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
Polymer		TR		-		SBS		SBS		TR		TR	
Polymer content, % (solids basis)	Tex-533-C or Tex-553-C	5.0	-	-	-	3.0	-	-	-	2.0	-	5.0	-
Dynamic shear, G*/sin δ, 82°C, 10 rad/s, kPa	T 315	-	-	1.0	-	-	-	-	-	-	-	-	-
Dynamic shear, G*/sin δ, 64°C, 10 rad/s, kPa	T 315	-	-	-	-	-	-	1.0	-	-	-	1.0	-
Dynamic shear, G*/sin δ, 58°C, 10 rad/s, kPa	T 315	1.0	-	-	-	-	-	-	-	1.0	-	-	-
Viscosity													
140°F, poise	T 202	1,200	-	-	-	1,500	-	2,000	-	1,000	-	2,000	-
275°F, poise	T 202	-	-	-	-	-	8.0	-	-	-	8.0	-	10.0
275°F, Pa-s	T 316	-	-	-	4.0	-	-	-	-	-	-	-	-
Penetration, 77°F, 100 g, 5 sec.	T 49	110	150	-	25	100	150	75	115	95	130	75	115
Elastic recovery, 50°F, %	Tex-539-C	55				55	-	55	-	30	-	55	-
Polymer separation	Tex-540-C	None		-		None		None		None		None	
Flash point, C.O.C., °F	T 48	425		425		425	-	425	-	425	-	425	-
Tests on residue from RTFOT aging and pressure aging:	T 240 and R 28												
Creep stiffness	T 313												
S, -18°C, MPa		-	300	-	-	-	300	-	300	-	300	-	300
m-value, -18°C		0.300	-	-	-	0.300	-	0.300	-	0.300	-	0.300	-

1. This is a hot-applied TRAIL product.

Section 3096.2.5., Diluted Emulsions tables has been added.

Diluted Emulsions. Provide emulsified asphalt that is homogeneous, does not separate after thorough mixing, and meets the requirements for the specified type and grade in Tables 12A, and 12B, where the suffixes 50/50, 40/60, and 30/70 mean 50% emulsion diluted with 50% water; 40% emulsion diluted with 60% water, and 30% emulsion diluted with 70% water, respectively. For example, CSS-1H 40/60 means 40% CSS-1H diluted with 60% water and AE-P 30/70 means 30% AE-P diluted with 70% water.

Table 12A
Diluted CSS-1H

Property	Test Procedure	Type-Grade					
		Diluted Slow-Setting					
		CSS-1H 50/50		CSS-1H 40/60		CSS-1H 30/70	
		Min	Max	Min	Max	Min	Max
Viscosity, Saybolt Furol 77°F, sec.	T 72	Report Only		Report Only		Report Only	
Distillation test: Residue by distillation, % by wt. Oil distillate, % by volume of emulsion	T 59	30	–	24	–	18	–
		–	0.5	–	0.5	–	0.5
Tests on residue from distillation:							
Penetration, 77°F, 100 g, 5 sec.	T 49	40	110	40	110	40	110
Solubility, %	T 44	97.5	–	97.5	–	97.5	–
Ductility, 77°F, 5 cm/min., cm	T 51	80	–	80	–	80	–

Table 12B
Diluted AE-P

Property	Test Procedure	Type-Grade					
		Diluted Slow-Setting					
		AE-P 50/50		AE-P 40/60		AE-P 30/70	
		Min	Max	Min	Min	Max	Min
Viscosity, Saybolt Furol 122°F, sec.	T 72	Report Only		Report Only		Report Only	
Asphalt emulsion distillation to 500°F followed by Cutback asphalt distillation of residue to 680°F: Residue after both distillations, % by wt. Total oil distillate from both distillations, % by volume of emulsion	T 59 & T 78	20	–	16	–	12	–
		12.5	20	10.0	16	7.5	12
Tests on residue after all distillations:							
Solubility, %	T 44	97.5	–	97.5	–	97.5	–
Float test, 122°F, sec.	T 50	50	200	50	200	50	200

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 1007

Irrigation Wells, Gates, and Valves



1. DESCRIPTION

Furnish and install irrigation wells, gates, and valves as shown on the plans or as directed.

2. MATERIALS

Furnish materials in accordance with the following:

- Item 421, "Hydraulic Cement Concrete,"
- Item 440, "Reinforcement for Concrete," and
- Item 464, "Reinforced Concrete Pipe."

- 2.1. **Brick.** Use brick for irrigation wells that conforms to the requirements of "Sewer and Manhole Brick (made from clay or shale), Grade SM" in accordance with ASTM Designation: C32.
- 2.2. **Cement.** Use Type I hydraulic cement in accordance with ASTM Designation: C150.
- 2.3. **Lime.** Use hydrated lime of an established brand as approved.
- 2.4. **Sand.** Use sand that is composed of clean, hard, durable, uncoated grains, free from lumps, soft or flaky particles, loam, organic matter or other injurious substances as approved.
- 2.5. **Water.** Use water suitable for drinking or for ordinary household use without being treated.
- 2.6. **Concrete.** Use Class A concrete or as shown on plans that conforms to the requirements of Item 421, "Hydraulic Cement Concrete."
- 2.7. **Reinforcing Steel.** Use reinforcing steel that conforms to the requirements of Item 440, "Reinforcement for Concrete."
- 2.8. **Reinforced Concrete Pipe.** Use reinforced concrete pipe that conforms to the requirements of Item 464, "Reinforced Concrete Pipe."
- 2.9. **Well Gates.** Use approved gates.
- 2.10. **Irrigation Valves.** Use approved valves.

3. GENERAL

Construct irrigation wells either with brick or reinforced concrete pipe. If brick is used, then construct the inlet square with inside dimensions as specified for the size of the inlet and construct the walls a minimum of 8 in. thick. If reinforced concrete pipe is used, then construct the inside diameter of the pipe as specified for the size of the inlet and Class III pipe required.

4. CONSTRUCTION METHODS

- 4.1. **Brick Masonry.** Use brick masonry that consists of whole, sound, straight, hard bricks, laid in freshly mixed mortar to the forms and section required. Wet and lay bricks true to line in parallel courses, properly bonded

with face joints flush. Lay each brick in full, close joints of mortar on its bed, end and side at one operation. Plaster all exposed surfaces of brick irrigation wells with 1/2 in. of mortar.

Mix mortar in the proportions, by volume, of 1 part cement, 1 part lime, and 4 parts of sand. First mix the sand, cement, and lime dry in a tight box until the mixture assumes a uniform color, after which add water as the mixing continues until the mortar attains a consistency such that it can be easily handled and spread with a trowel. Use mechanical mixing instead of hand mixing if desired.

- 4.2. **Irrigation Wells.** Construct irrigation wells as shown on the plans under miscellaneous structural details.
- 4.3. **Concrete Foundation.** Construct concrete foundations as shown on the plans under miscellaneous structural details.
- 4.4. **Gates and Valves.** Install gates and valves at locations shown on the plans. Install gates and valves in such a manner as to completely seal the ends of the concrete pipe and be securely anchored. Furnish drive extensions for gates that extend to the hand wheel above the top of wells, headwalls, or concrete canal lining to facilitate operation.

5. MEASUREMENT

These Items will be measured by the each of the various sizes specified.

6. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Irrigation Well," "Well Gate," or "Irrigation Valve," of the specified sizes. This price shall be full compensation for furnishing, transporting, and installing all materials, labor, tools, equipment, and incidentals.

Unless otherwise shown on the plans, structural excavation for irrigation wells, well gates, and irrigation valves will not be measured but will be considered subsidiary to the various bid items.

Special Specification 1008

Pressure Irrigation Polyvinyl Chloride (PVC) Pipe



1. DESCRIPTION

Furnish and install polyvinyl chloride (PVC) pipe for a pressure irrigation pipe system. The pipe will be the sizes, types, and dimensions shown on the plans and will include all connections and joints to new or existing pipes and other appurtenances as required to complete the work.

2. MATERIALS

Furnish materials in accordance with the following:

- Item 400, "Excavation and Backfill for Structures,"
- Item 401, "Flowable Backfill,"
- Item 464, "Reinforced Concrete Pipe" or Item 4024, "Reinforced Concrete Low-Head Pressure Pipe," and
- Item 467, "Safety End Treatment".

Unless otherwise shown on the plans, pressure irrigation PVC pipe and joint fittings must conform to the following:

PVC pipe must be manufactured from virgin compounds in accordance with ASTM D2241, and must meet or exceed the requirements of ASTM D1784 for the cell class 12454B.

The Contractor must furnish the Engineer with manufacturer documentation certifying that the pressure irrigation PVC pipe and joint fittings comply with the requirements of this Item. All pipe must be marked with the ASTM resin cell classification and the date of manufacture.

3. INSPECTION

The quality of materials, the process of manufacture, and the finished pipe will be subject to inspection and approval by the Engineer at the manufacturing plant. In addition, the finished pipe will be subject to further inspection by the Engineer at the project site prior to and during installation.

4. SECTION PROPERTIES

The Contractor must provide PVC pipe that meets the following minimum values of pipe wall thickness for 100 psi.

Polyvinyl Chloride Pipe (PVC)

Nominal Pipe Diameter (in.)	Min. Wall Thickness (in.)	Weight (lb. per ft.)
6	0.150	1.9
8	0.199	3.3
10	0.249	5.2
12	0.299	7.5
15	0.373	11.7
18	0.496	17.6
21	0.538	24.6
24	0.605	32.4

5. JOINTS

Joints must maintain pipe alignment and prevent infiltration of material during the life of the installation. Joints will consist of an external sleeve and gasket system or an integral gasketed system, and must conform to ASTM D3139. Gasket material must conform to either ASTM D1056 or ASTM F477.

6. CONSTRUCTION

Only trench installation of pressure irrigation PVC pipe will be permitted, except where pressure irrigation PVC pipe is placed in casing pipe meeting the requirements of Item 464, "Reinforced Concrete Pipe" or Item 4024, "Reinforced Concrete Low-Head Pressure Pipe".

- 6.1. **Excavation.** All excavation must be in accordance with the requirements of Item 400, "Excavation and Backfill for Structures".
- 6.2. **Shaping and Bedding.** The pipe must be bedded in a foundation of compacted cohesionless material, such as sand, crushed stone, or pea gravel, with maximum size not exceeding 3/8 in. This material must extend a minimal of 6 in. below the outermost corrugations or ribs, and must be carefully and accurately shaped to fit the lowest part of the pipe exterior for at least 10% of the overall height. When requested by the Engineer, the Contractor must furnish a template for each size and shape of pipe to be placed for use in checking the shaping of the bedding. The template must consist of a thin plate or board cut to match the lower half of the cross-section of the pipe.
- 6.3. **Laying Pipe.** Unless otherwise approved by the Engineer, the laying of pipes on the bedding must start at the outlet end with the separate sections firmly joined together. Proper facilities must be provided for hoisting and lowering the section of the pipe into the trench without damaging the pipe or disturbing the bedding and side of the trench. Any pipe which is not in alignment or which shows any undue settlement after laying must be removed and relaid at the Contractor's expense.

Multiple installation of pressure irrigation PVC pipe must be laid with the centerlines of individual barrels parallel. Unless otherwise shown on the plans, the following clear distances between outer surfaces of adjacent pipes must be maintained:

Nominal Pipe Diameter (in.)	Clear Distance Between Pipes
18	1 ft. 2 in.
24	1 ft. 5 in.
30	1 ft. 8 in.
36	1 ft. 11 in.

- 6.4. **Reuse of Existing Appurtenances.** When existing appurtenances are shown on the plans for reuse, the portion to be reused will be severed and moved to the new position previously prepared, by approved methods.

Connections must conform to the requirements for joining sections of pipes as indicated here or as shown on the plans. Any existing appurtenances damaged during moving operations must be restored to their original condition at the Contractor's expense. The Contractor, if he so desires, may remove and dispose of the existing headwalls and aprons and construct new headwalls at his own expense, in accordance with the pertinent specifications and design indicated on the plans or as furnished by the Engineer.

6.5. **Connections and Stub Ends.** Connections of irrigation pipe to existing irrigation or appurtenance will be as shown on the plans or as directed. The bottom of the existing structure must be mortared or concreted if necessary, to eliminate any drainage pockets created by the new connection. Where the sewer is connected into existing structures which are to remain in service, any damage to the existing structure resulting from making the connection must be restored by the Contractor to the satisfaction of the Engineer. Stub ends, for connections to future work not shown on the plans, must be sealed by installing watertight plugs into the free end of the pipe.

6.6. **Backfilling.** Particular attention is necessary when backfilling PVC pipe. After the pipe structure has been installed as required by the plan details it must be backfilled according to the following, except where it is placed in steel casing:

Type I. Backfill consists of Item 401, "Flowable Backfill". The flowable backfill must be placed across the entire width of the trench and must maintain a minimum depth of 12 in. above the pipe.

Type II. Backfill consists of a cohesionless material, such as sand, crushed stone, or pea gravel, and having a maximum size not to exceed 3/8 in. The backfill material must be placed along both sides of the completed structure(s) to a depth of 12 in. above the pipe. The backfill must be placed in uniform layers not exceeding 6 in. in depth (loose measurement), wetted if required, and thoroughly compacted between adjacent structures and between the structure and the sides of the trench. Until a minimum cover of 12 in. is obtained, only hand operated tamping equipment will be allowed within vertical planes 2 ft. beyond the horizontal projection of the outside surfaces of the structure.

All pipe, excluding private driveway and side road culvert pipe, must be backfilled with Type I backfill. For private driveway and side road culvert pipe the Contractor must have the option of using either Type I or Type II backfill.

Any backfill above Type I or Type II backfill material must be placed in accordance with Item 400, "Excavation and Backfill for Structures". If Type I backfill is used a minimum of 24 hr. must elapse prior to backfilling the remaining portion of the trench with backfill material in accordance with Item 400, "Excavation and Backfill for Structures".

During the backfilling operations, special emphasis is placed upon the need for obtaining uniform backfill material and uniform compacted density throughout the length of the structure so that unequal pressure will be avoided. Extreme care is to be taken to insure proper backfill under the structure (haunch zone).

6.7. **Protection of Pipe.** Unless otherwise shown on the plans or permitted in writing by the Engineer, no heavy earth moving equipment will be permitted to be hauled over the structure until a minimum of 4 ft. of compacted fill (permanent or temporary) has been placed over the top of the structure.

Prior to adding each new layer of loose backfill material, until a minimum of 12 in. of cover is obtained, an inspection will be made of the inside periphery of the structure for local or unequal deformation caused by improper construction methods. Evidence of such will require corrective measures as directed by the Engineer.

Pipe damaged by the Contractor must be removed and replaced by the Contractor at no additional cost to the Department.

6.8. **Treatment of Exposed Ends of Pipe.** All exposed ends of the pipe must be treated with concrete safety end treatment or metal end treatment as shown on the plans and conforming to the Item 467, "Safety End Treatment".

7. MEASUREMENT

- 7.1. This Item will be measured by the foot. Such measurements will be made between the ends of the barrel along its flow line, exclusive of safety end treatments. Safety end treatments must be measured in accordance with Item 467, "Safety End Treatment ". Where spurs, branches or connections to existing pipe lines are involved, measurement of the spur or new connecting pipe will be made from the intersection of its flow line with the outside surface of the pipe into which it connects. Where inlets, headwalls, catch basins, manholes, junction chambers, or other structures are included in lines of pipe, that length of pipe tying into the structure wall will be included for measurement but no other portion of the structure length or width will be so included.
- 7.2. For multiple pipes, the measured length will be the sum of the lengths of the barrels, measured as prescribed above.
- 7.3. This is a plans quantity measurement Item and the quantity to be paid for will be that quantity shown in the proposal and on the "Estimate and Quantity" sheet of the contract plans, except as may be modified by Article 9.2. If no adjustment of quantities is required additional measurements or calculations will not be required.
- 7.4. Flowable backfill will not be measured, but considered subsidiary to this Item.

8. PAYMENT

- 8.1. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Pressure Irrigation PVC Pipe (Type I backfill)", of the size specified or "Pressure Irrigation PVC Pipe (Type I or II backfill)", of the size specified or "Pressure Irrigation PVC Pipe", of the size specified. This price will be full compensation for furnishing, hauling, placing and joining of pipes; for all connections to new or existing structures, for moving and reusing headwalls where required; for removing and disposing of portions of existing structures as required; for the bedding and Type I or II backfill material as required; for cutting of pipe ends on skew; and for all labor, tools, equipment and incidentals necessary to complete the work.
- 8.2. Excavation and backfill above the Type I or II backfill will be paid for in accordance with Item 400, "Excavation and Backfill for Structures".
- 8.3. Safety end treatment will be paid for in accordance with Item 467, "Safety End Treatment".
- 8.4. Casing pipe will be paid for in accordance with Item 464, "Reinforced Concrete Pipe" or Item 4024, "Reinforced Concrete Low-Head Pressure Pipe".

Special Specification 3002

Spray Applied Underseal Membrane



1. DESCRIPTION

Construct an underseal membrane composed of a warm spray-applied polymer-modified emulsion meeting the requirements of Table 1. The membrane is applied through a spray-paver and is covered immediately with a mixture of aggregate, asphalt binder, and additives mixed hot in a mixing plant.

Table 1
Polymer-Modified Emulsions Requirements

Test on Emulsion	Test Method	Min	Max
Viscosity @ 77°F, SSF	Tex-513-C	20	100
Storage Stability ¹ , %	Tex-521-C		1
Demulsibility ² Anionic emulsions — 35 ml of 0.02 N CaCl ₂ , % Cationic emulsions — 35 ml 0.8% sodium dioctyl sulfosuccinate, %	Tex-521-C	55	
Sieve Test ³ , %	Tex-521-C		0.05
Distillation Test ⁴ Residue by distillation, % by wt. Oil portion of distillate, % by vol.	Tex-521-C	63	0.5
Test on Residue from Distillation	Test Method	Min	Max
Elastic Recovery @ 50°F, 50 mm/min., %	Tex-539-C	60	
Penetration @ 77°F, 100 g, 5 sec, 0.1 mm	Tex-502-C	100	150

- After standing undisturbed for 24 hr., the surface must be smooth, must not exhibit a white or milky colored substance, and must be a homogeneous color throughout.
- Material must meet demulsibility test for emulsions.
- May be required by the Engineer only when the emulsion cannot be easily applied in the field.
- The temperature on the lower thermometer should be brought slowly to 350°F ±10°F and maintained at this temperature for 20 min. The total distillation should be complete in 60 ±5 min. from the first application of heat.

2. EQUIPMENT

- Spray Paver.** In addition to the requirements of Item 320, "Equipment for Asphalt Concrete Pavement," furnish a spray paver that will spray the membrane and apply the type and grade of mix shown on the plans and level the surface of the pavement layer in a single pass. Configure the spray paver so that the mixture is placed no more than 5 sec. after the membrane is applied.
- Membrane Storage Tank and Distribution System.** Equip the spray paver with an insulated storage tank having a minimum capacity of 900 gal., unless otherwise approved. Provide a metered mechanical pressure sprayer on the spray paver to apply the membrane at the specified rate. Locate the spray bar on the spray paver so that the membrane is applied immediately in front of the screed unit. Provide a read out device on the spray paver to monitor the membrane application rate.

Unless otherwise directed, furnish a volumetric calibration and strap stick for the tank in accordance with Tex-922-K, Part I. Calibrate the tank within the previous 5 yr. of the date first used on the project. The Engineer may verify calibration accuracy in accordance with Tex-922-K, Part II.

3. CONSTRUCTION METHODS

- Surface Preparation.** Remove existing raised pavement markers. Repair any damage incurred by removal as directed. Remove dirt, dust, or other harmful material before sealing. When shown on the plans, remove vegetation and blade pavement edges.

- 3.2. **Membrane Placement.** Unless otherwise directed, uniformly apply the membrane at a rate between 0.15 and 0.25 gal. per square yard. The Engineer may adjust the application rate, taking into consideration the existing pavement surface conditions. Spray the membrane using a metered mechanical pressure spray bar at a temperature between 140°F to 180°F. Monitor the membrane application rate and adjust the rate when needed or when directed. If required, verify that the spray bar is capable of applying the membrane at a uniform rate across the entire paving width as directed. Do not let the wheels or other parts of the paving machine contact the freshly applied membrane. Apply a uniform membrane coat to all contact surfaces and all joints as shown on the plans. Prevent splattering of the membrane when placed adjacent to curb, gutter, and other structures.
- 3.3. **Quality Control.** Perform the quality control tests listed in Table 2. If operational tolerances in Table 2 are exceeded, adjust processes or cease production when directed. The Engineer may perform independent tests to confirm contractor compliance and may require testing differences or failing results to be resolved before resuming production.
- 3.4. **Membrane Sampling.** Obtain a 1-qt. sample of the polymer-modified emulsion for each lot of mixture produced. The Engineer will witness the sampling of polymer-modified emulsion. Take the sample from the emulsion tank located on the paving machine, but not from the emulsion spraybar. Obtain the sample at approximately the same time the mixture random sample is obtained. Take all samples in accordance with Tex-500-C, Part III. Label the can with the corresponding lot and subplot numbers, and immediately deliver the sample to the Engineer. The Engineer will randomly choose at least 1 sample per project and test it to verify compliance with Table 1.

**Table 2
Operational Tolerance and Minimum Testing Frequency**

Test Description	Test Method	Minimum Testing Frequency	Operational Tolerance
Membrane Application Rate	Tex-247-F	1 per day	±0.02
Emulsion Membrane Sampling ¹	Tex-500-C	1 per day (sample only)	Table 1

1. The Engineer may reduce or waive the sampling and testing requirements based on a satisfactory history.

4. MEASUREMENT

Unless otherwise noted on the plans, underseal membrane material will be measured by one of the following methods:

- 4.1. **Volume.** Underseal membrane material 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 distributor’s calibrated strap stick. The Engineer will witness all strapping operations for volume determination.

If the meter and readout device is accurate within 1.5% of the strapped asphalt volume, the Engineer may allow use of the meter and readout to determine asphalt volume used and application rate.

The Engineer may require redetermination of meter readout at any time and will require volume determinations by strapping if the meter is not accurate to within 1.5% of strapped volume.

- 4.2. **Weight.** Underseal membrane material will be measured in tons using certified scales meeting the requirements of Item 320, “Equipment for Asphalt Concrete Pavement,” unless otherwise approved. The transporting truck must have a seal attached to the driving device and other openings. The Engineer may require random checking on public scales, at the Contractor’s expense, to verify weight accuracy.

Upon completion or temporary suspension, any remaining membrane material will be weighed by a certified public weigher or measured by volume in a calibrated tank, and the quantity converted to tons at the measured temperature. The quantity to be measured will be the number of tons received, minus the number of tons remaining after all directed work is complete, and minus the amount used for other Items.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided above will be paid for at the unit bid price for "Membrane Underseal." These prices are full compensation for all materials, equipment, labor, tools, and incidentals necessary to complete the work.

Special Specification 3077

Superpave Mixtures



1. DESCRIPTION

Construct a hot-mix asphalt (HMA) pavement layer composed of a compacted, Superpave (SP) mixture of aggregate and asphalt binder mixed hot in a mixing plant. Payment adjustments will apply to HMA placed under this specification unless the HMA is deemed exempt in accordance with Section 3077.4.9.4., "Exempt Production."

2. MATERIALS

Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications.

Notify the Engineer of all material sources and before changing any material source or formulation. The Engineer will verify that the specification requirements are met when the Contractor makes a source or formulation change and may require a new laboratory mixture design, trial batch, or both. The Engineer may sample and test project materials at any time during the project to verify specification compliance in accordance with Item 6, "Control of Materials."

- 2.1. **Aggregate.** Furnish aggregates from sources that conform to the requirements shown in Table 1 and as specified in this Section. Aggregate requirements in this Section, including those shown in Table 1, may be modified or eliminated when shown on the plans. Additional aggregate requirements may be specified when shown on the plans. Provide aggregate stockpiles that meet the definitions in this Section for coarse, intermediate, or fine aggregate. Aggregate from reclaimed asphalt pavement (RAP) is not required to meet Table 1 requirements unless otherwise shown on the plans. Supply aggregates that meet the definitions in [Tex-100-E](#) for crushed gravel or crushed stone. The Engineer will designate the plant or the quarry as the sampling location. Provide samples from materials produced for the project. The Engineer will establish the Surface Aggregate Classification (SAC) and perform Los Angeles abrasion, magnesium sulfate soundness, and Micro-Deval tests. Perform all other aggregate quality tests listed in Table 1. Document all test results on the mixture design report. The Engineer may perform tests on independent or split samples to verify Contractor test results. Stockpile aggregates for each source and type separately. Determine aggregate gradations for mixture design and production testing based on the washed sieve analysis given in [Tex-200-F](#), Part II.

- 2.1.1. **Coarse Aggregate.** Coarse aggregate stockpiles must have no more than 20% material passing the No. 8 sieve. Aggregates from sources listed in the Department's *Bituminous Rated Source Quality Catalog* (BRSQC) are preapproved for use. Use only the rated values for hot-mix listed in the BRSQC. Rated values for surface treatment (ST) do not apply to coarse aggregate sources used in hot-mix asphalt.

For sources not listed on the Department's BRSQC:

- build an individual stockpile for each material;
- request the Department test the stockpile for specification compliance; and
- once approved, do not add material to the stockpile unless otherwise approved.

Provide aggregate from non-listed sources only when tested by the Engineer and approved before use. Allow 30 calendar days for the Engineer to sample, test, and report results for non-listed sources.

Provide coarse aggregate with at least the minimum SAC shown on the plans. SAC requirements only apply to aggregates used on the surface of travel lanes. SAC requirements apply to aggregates used on surfaces other than travel lanes when shown on the plans. The SAC for sources on the Department's *Aggregate Quality Monitoring Program (AQMP)* ([Tex-499-A](#)) is listed in the BRSQC.

- 2.1.1.1. **Blending Class A and Class B Aggregates.** Class B aggregate meeting all other requirements in Table 1 may be blended with a Class A aggregate to meet requirements for Class A materials, unless otherwise shown on the plans. Ensure that at least 50% by weight, or volume if required, of the material retained on the No. 4 sieve comes from the Class A aggregate source when blending Class A and B aggregates to meet a Class A requirement unless otherwise shown on the plans. Blend by volume if the bulk specific gravities of the Class A and B aggregates differ by more than 0.300. Coarse aggregate from RAP and Recycled Asphalt Shingles (RAS) will be considered as Class B aggregate for blending purposes.

The Engineer may perform tests at any time during production, when the Contractor blends Class A and B aggregates to meet a Class A requirement, to ensure that at least 50% by weight, or volume if required, of the material retained on the No. 4 sieve comes from the Class A aggregate source. The Engineer will use the Department's mix design template, when electing to verify conformance, to calculate the percent of Class A aggregate retained on the No. 4 sieve by inputting the bin percentages shown from readouts in the control room at the time of production and stockpile gradations measured at the time of production. The Engineer may determine the gradations based on either washed or dry sieve analysis from samples obtained from individual aggregate cold feed bins or aggregate stockpiles. The Engineer may perform spot checks using the gradations supplied by the Contractor on the mixture design report as an input for the template; however, a failing spot check will require confirmation with a stockpile gradation determined by the Engineer.

- 2.1.1.2. **Micro-Deval Abrasion.** The Engineer will perform a minimum of one Micro-Deval abrasion test in accordance with [Tex-461-A](#) for each coarse aggregate source used in the mixture design that has a Rated Source Soundness Magnesium (RSSM) loss value greater than 15 as listed in the BRSQC. The Engineer will perform testing before the start of production and may perform additional testing at any time during production. The Engineer may obtain the coarse aggregate samples from each coarse aggregate source or may require the Contractor to obtain the samples. The Engineer may waive all Micro-Deval testing based on a satisfactory test history of the same aggregate source.

The Engineer will estimate the magnesium sulfate soundness loss for each coarse aggregate source, when tested, using the following formula:

$$Mg_{est.} = (RSSM)(MD_{act.}/RSMD)$$

where:

$Mg_{est.}$ = magnesium sulfate soundness loss

$MD_{act.}$ = actual Micro-Deval percent loss

$RSMD$ = Rated Source Micro-Deval

When the estimated magnesium sulfate soundness loss is greater than the maximum magnesium sulfate soundness loss specified, the coarse aggregate source will not be allowed for use unless otherwise approved. The Engineer will consult the Soils and Aggregates Section of the Materials and Tests Division, and additional testing may be required before granting approval.

- 2.1.2. **Intermediate Aggregate.** Aggregates not meeting the definition of coarse or fine aggregate will be defined as intermediate aggregate. Supply intermediate aggregates, when used that are free from organic impurities. The Engineer may test the intermediate aggregate in accordance with [Tex-408-A](#) to verify the material is free from organic impurities. Supply intermediate aggregate from coarse aggregate sources, when used that meet the requirements shown in Table 1 unless otherwise approved.

Test the stockpile if 10% or more of the stockpile is retained on the No. 4 sieve, and verify that it meets the requirements in Table 1 for crushed face count ([Tex-460-A](#)) and flat and elongated particles ([Tex-280-F](#)).

2.1.3.

Fine Aggregate. Fine aggregates consist of manufactured sands, screenings, and field sands. Fine aggregate stockpiles must meet the gradation requirements in Table 2. Supply fine aggregates that are free from organic impurities. The Engineer may test the fine aggregate in accordance with [Tex-408-A](#) to verify the material is free from organic impurities. Unless otherwise shown on the plans, up to 10% of the total aggregate may be field sand or other uncrushed fine aggregate. Use fine aggregate, with the exception of field sand, from coarse aggregate sources that meet the requirements shown in Table 1 unless otherwise approved.

Test the stockpile if 10% or more of the stockpile is retained on the No. 4 sieve and verify that it meets the requirements in Table 1 for crushed face count ([Tex-460-A](#)) and flat and elongated particles ([Tex-280-F](#)).

Table 1
Aggregate Quality Requirements

Property	Test Method	Requirement
Coarse Aggregate		
SAC	Tex-499-A (AQMP)	As shown on the plans
Deleterious material, %, Max	Tex-217-F , Part I	1.0
Decantation, %, Max	Tex-217-F , Part II	1.5
Micro-Deval abrasion, %	Tex-461-A	Note 1
Los Angeles abrasion, %, Max	Tex-410-A	35 ²
Magnesium sulfate soundness, 5 cycles, %, Max	Tex-411-A	25 ³
Crushed face count, ⁴ %, Min	Tex-460-A , Part I	85
Flat and elongated particles @ 5:1, %, Max	Tex-280-F	10
Fine Aggregate		
Linear shrinkage, %, Max	Tex-107-E	3
Sand equivalent, %, Min	Tex-203-F	45

- Used to estimate the magnesium sulfate soundness loss in accordance with Section 3077.2.1.1.2., "Micro-Deval Abrasion."
- For base mixtures defined in Section 3077.2.7., "Recycled Materials," the Los Angeles abrasion may be increased to a maximum of 40%.
- For base mixtures defined in Section 3077.2.7., "Recycled Materials," the magnesium sulfate soundness, five cycles, may be increased to a maximum of 30%.
- Only applies to crushed gravel.

Table 2
Gradation Requirements for Fine Aggregate

Sieve Size	% Passing by Weight or Volume
3/8"	100
#8	70–100
#200	0–30

2.2.

Mineral Filler. Mineral filler consists of finely divided mineral matter such as agricultural lime, crusher fines, hydrated lime, or fly ash. Mineral filler is allowed unless otherwise shown on the plans. Use no more than 2% hydrated lime or fly ash unless otherwise shown on the plans. Use no more than 1% hydrated lime if a substitute binder is used unless otherwise shown on the plans or allowed. Test all mineral fillers except hydrated lime and fly ash in accordance with [Tex-107-E](#) to ensure specification compliance. The plans may require or disallow specific mineral fillers. Provide mineral filler, when used, that:

- is sufficiently dry, free-flowing, and free from clumps and foreign matter as determined by the Engineer;
- does not exceed 3% linear shrinkage when tested in accordance with [Tex-107-E](#); and
- meets the gradation requirements in Table 3, unless otherwise shown on the plans.

Table 3
Gradation Requirements for Mineral Filler

Sieve Size	% Passing by Weight or Volume
#8	100
#200	55–100

2.3.

Baghouse Fines. Fines collected by the baghouse or other dust-collecting equipment may be reintroduced into the mixing drum.

- 2.4. **Asphalt Binder.** Furnish the type and grade of performance-graded (PG) asphalt specified on the plans.
- 2.5. **Tack Coat.** 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.
- 2.6. **Additives.** Use the type and rate of additive specified when shown on the plans. Additives that facilitate mixing, compaction, or improve the quality of the mixture are allowed when approved. Provide the Engineer with documentation such as the bill of lading showing the quantity of additives used in the project unless otherwise directed.
- 2.6.1. **Lime and Liquid Antistripping Agent.** When lime or a liquid antistripping agent is used, add in accordance with Item 301, "Asphalt Antistripping Agents." Do not add lime directly into the mixing drum of any plant where lime is removed through the exhaust stream unless the plant has a baghouse or dust collection system that reintroduces the lime into the drum.
- 2.6.2. **Warm Mix Asphalt (WMA).** Warm Mix Asphalt (WMA) is defined as HMA that is produced within a target temperature discharge range of 215°F and 275°F using approved WMA additives or processes from the Department's MPL.
- WMA is allowed for use on all projects and is required when shown on the plans. When WMA is required, the maximum placement or target discharge temperature for WMA will be set at a value below 275°F.
- Department-approved WMA additives or processes may be used to facilitate mixing and compaction of HMA produced at target discharge temperatures above 275°F; however, such mixtures will not be defined as WMA.
- 2.6.3. **Compaction Aid.** Compaction Aid is defined as a chemical warm mix additive that is used to produce an asphalt mixture at a discharge temperature greater than 275°F.
- Compaction Aid is allowed for use on all projects and is required when shown on the plans.
- 2.7. **Recycled Materials.** Use of RAP and RAS is permitted unless otherwise shown on the plans. Use of RAS is restricted to only intermediate and base mixes unless otherwise shown on the plans. Do not exceed the maximum allowable percentages of RAP and RAS shown in Table 4. The allowable percentages shown in Table 4 may be decreased or increased when shown on the plans. Determine the asphalt binder content and gradation of the RAP and RAS stockpiles for mixture design purposes in accordance with [Tex-236-F](#), Part I. The Engineer may verify the asphalt binder content of the stockpiles at any time during production. Perform other tests on RAP and RAS when shown on the plans. Asphalt binder from RAP and RAS is designated as recycled asphalt binder. Calculate and ensure that the ratio of the recycled asphalt binder to total binder does not exceed the percentages shown in Table 5 during mixture design and HMA production when RAP or RAS is used. Use a separate cold feed bin for each stockpile of RAP and RAS during HMA production.
- Surface, intermediate, and base mixes referenced in Tables 4 and 5 are defined as follows:
- **Surface.** The final HMA lift placed at the top of the pavement structure or placed directly below mixtures produced in accordance with Items 316, 342, 347, or 348;
 - **Intermediate.** Mixtures placed below an HMA surface mix and less than or equal to 8.0 in. from the riding surface; and
 - **Base.** Mixtures placed greater than 8.0 in. from the riding surface. Unless otherwise shown on the plans, mixtures used for bond breaker are defined as base mixtures.
- 2.7.1. **RAP.** RAP is salvaged, milled, pulverized, broken, or crushed asphalt pavement. Fractionated RAP is defined as a stockpile that contains RAP material with a minimum of 95.0% passing the 3/8-in. or 1/2-in.

sieve, before burning in the ignition oven, unless otherwise approved. The Engineer may allow the Contractor to use an alternate to the 3/8-in. or 1/2-in. screen to fractionate the RAP.

Use of Contractor-owned RAP including HMA plant waste is permitted unless otherwise shown on the plans. Department-owned RAP stockpiles are available for the Contractor's use when the stockpile locations are shown on the plans. If Department-owned RAP is available for the Contractor's use, the Contractor may use Contractor-owned fractionated RAP and replace it with an equal quantity of Department-owned RAP. Department-owned RAP generated through required work on the Contract is available for the Contractor's use when shown on the plans. Perform any necessary tests to ensure Contractor- or Department-owned RAP is appropriate for use. The Department will not perform any tests or assume any liability for the quality of the Department-owned RAP unless otherwise shown on the plans. The Contractor will retain ownership of RAP generated on the project when shown on the plans.

Do not use Department- or Contractor-owned RAP contaminated with dirt or other objectionable materials. Do not use Department- or Contractor-owned RAP if the decantation value exceeds 5% and the plasticity index is greater than eight. Test the stockpiled RAP for decantation in accordance with [Tex-406-A](#), Part I. Determine the plasticity index in accordance with [Tex-106-E](#) if the decantation value exceeds 5%. The decantation and plasticity index requirements do not apply to RAP samples with asphalt removed by extraction or ignition.

Do not intermingle Contractor-owned RAP stockpiles with Department-owned RAP stockpiles. Remove unused Contractor-owned RAP material from the project site upon completion of the project. Return unused Department-owned RAP to the designated stockpile location.

Table 4
Maximum Allowable Amounts of RAP¹

Maximum Allowable Fractionated RAP (%)		
Surface	Intermediate	Base
20.0	30.0	35.0

1. Must also meet the recycled binder to total binder ratio shown in Table 5.

2.7.2.

RAS. Use of post-manufactured RAS or post-consumer RAS (tear-offs) is not permitted in surface mixtures unless otherwise shown on the plans. RAS may be used in intermediate and base mixtures unless otherwise shown on the plans. Up to 3% RAS may be used separately or as a replacement for fractionated RAP in accordance with Table 4 and Table 5. RAS is defined as processed asphalt shingle material from manufacturing of asphalt roofing shingles or from re-roofing residential structures. Post-manufactured RAS is processed manufacturer's shingle scrap by-product. Post-consumer RAS is processed shingle scrap removed from residential structures. Comply with all regulatory requirements stipulated for RAS by the TCEQ. RAS may be used separately or in conjunction with RAP.

Process the RAS by ambient grinding or granulating such that 100% of the particles pass the 3/8 in. sieve when tested in accordance with [Tex-200-F](#), Part I. Perform a sieve analysis on processed RAS material before extraction (or ignition) of the asphalt binder.

Add sand meeting the requirements of Table 1 and Table 2 or fine RAP to RAS stockpiles if needed to keep the processed material workable. Any stockpile that contains RAS will be considered a RAS stockpile and be limited to no more than 3.0% of the HMA mixture in accordance with Table 4.

Certify compliance of the RAS with [DMS-11000](#), "Evaluating and Using Nonhazardous Recyclable Materials Guidelines." Treat RAS as an established nonhazardous recyclable material if it has not come into contact with any hazardous materials. Use RAS from shingle sources on the Department's MPL. Remove substantially all materials before use that are not part of the shingle, such as wood, paper, metal, plastic, and felt paper. Determine the deleterious content of RAS material for mixture design purposes in accordance with [Tex-217-F](#), Part III. Do not use RAS if deleterious materials are more than 0.5% of the stockpiled RAS unless

otherwise approved. Submit a sample for approval before submitting the mixture design. The Department will perform the testing for deleterious material of RAS to determine specification compliance.

2.8.

Substitute Binders. Unless otherwise shown on the plans, the Contractor may use a substitute PG binder listed in Table 5 instead of the PG binder originally specified if using recycled materials, and if the substitute PG binder and mixture made with the substitute PG binder meet the following:

- the substitute binder meets the specification requirements for the substitute binder grade in accordance with Section 300.2.10., "Performance-Graded Binders;" and
- the mixture has less than 10.0 mm of rutting on the Hamburg Wheel test ([Tex-242-F](#)) after the number of passes required for the originally specified binder. Use of substitute PG binders may only be allowed at the discretion of the Engineer if the Hamburg Wheel test results are between 10.0 mm and 12.5 mm.

Table 5
Allowable Substitute PG Binders and Maximum Recycled Binder Ratios

Originally Specified PG Binder	Allowable Substitute PG Binder for Surface Mixes	Allowable Substitute PG Binder for Intermediate and Base Mixes	Maximum Ratio of Recycled Binder ¹ to Total Binder (%)		
			Surface	Intermediate	Base
76-22 ^{4,5}	70-22	70-22	15.0	25.0	30.0
70-22 ^{2,5}	N/A	64-22	15.0	25.0	30.0
64-22 ^{2,3}	N/A	N/A	15.0	25.0	30.0
76-28 ^{4,5}	70-28	70-28	15.0	25.0	30.0
70-28 ^{2,5}	N/A	64-28	15.0	25.0	30.0
64-28 ^{2,3}	N/A	N/A	15.0	25.0	30.0

1. Combined recycled binder from RAP and RAS. RAS is not permitted in surface mixtures unless otherwise shown on the plans.
2. Binder substitution is not allowed for surface mixtures.
3. Binder substitution is not allowed for intermediate and base mixtures.
4. Use no more than 15.0% recycled binder in surface mixtures when using this originally specified PG binder.
5. Use no more than 25.0% recycled binder when using this originally specified PG binder for intermediate mixtures. Use no more than 30.0% recycled binder when using this originally specified PG binder for base mixtures.

3. EQUIPMENT

Provide required or necessary equipment in accordance with Item 320, "Equipment for Asphalt Concrete Pavement."

4. CONSTRUCTION

Produce, haul, place, and compact the specified paving mixture. In addition to tests required by the specification, Contractors may perform other QC tests as deemed necessary. At any time during the project, the Engineer may perform production and placement tests as deemed necessary in accordance with Item 5, "Control of the Work." Schedule and participate in a mandatory pre-paving meeting with the Engineer on or before the first day of paving unless otherwise shown on the plans.

4.1.

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 AGG101 certified specialists for aggregate testing.

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
Bulk specific gravity	Tex-201-F	✓	✓	AGG101
Unit weight	Tex-404-A	✓	✓	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 (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				
Selecting production random numbers	Tex-225-F, Part I		✓	1A
Mixture sampling	Tex-222-F	✓	✓	1A/1B
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
Control charts	Tex-233-F	✓	✓	1A
Moisture content	Tex-212-F, Part II	✓	✓	1A/AGG101
Hamburg Wheel test	Tex-242-F	✓	✓	1A
Micro-Deval abrasion	Tex-461-A		✓	AGG101
Boil test	Tex-530-C	✓	✓	1A
Abson recovery	Tex-211-F		✓	TxDOT
5. Placement Testing				
Selecting placement random numbers	Tex-225-F, Part II		✓	1B
Trimming roadway cores	Tex-251-F, Parts I & II	✓	✓	1A/1B
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
Control charts	Tex-233-F	✓	✓	1A
Ride quality measurement	Tex-1001-S	✓	✓	Note 3
Segregation (density profile)	Tex-207-F, Part V	✓	✓	1B
Longitudinal joint density	Tex-207-F, Part VII	✓	✓	1B
Thermal profile	Tex-244-F	✓	✓	1B
Shear Bond Strength Test	Tex-249-F		✓	TxDOT

- Level 1A, 1B, AGG101, and 2 are certification levels provided by the Hot Mix Asphalt Center certification program.
- Refer to Section 3077.4.9.2.3., "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.

4.2.

Reporting and Responsibilities. Use Department-provided templates to record and calculate all test data, including mixture design, production and placement QC/QA, control charts, thermal profiles, segregation density profiles, and longitudinal joint density. 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. The maximum allowable time for the Contractor and Engineer to exchange test data is as given in Table 7 unless otherwise approved. The Engineer and the Contractor will immediately report to the other party any test result that requires suspension of production or placement, a payment adjustment less than 1.000, or that fails to meet the specification requirements. Record and electronically submit all test results and pertinent information on Department-provided templates.

Subsequent sublots placed after test results are available to the Contractor, which require suspension of operations, may be considered unauthorized work. Unauthorized work will be accepted or rejected at the discretion of the Engineer in accordance with Article 5.3., "Conformity with Plans, Specifications, and Special Provisions."

**Table 7
Reporting Schedule**

Description	Reported By	Reported To	To Be Reported Within
Production Quality Control			
Gradation ¹	Contractor	Engineer	1 working day of completion of the subplot
Asphalt binder content ¹			
Laboratory-molded density ²			
Moisture content ³			
Boil test ³			
Production Quality Assurance			
Gradation ³	Engineer	Contractor	1 working day of completion of the subplot
Asphalt binder content ³			
Laboratory-molded density ¹			
Hamburg Wheel test ⁴			
Boil test ³			
Binder tests ⁴			
Placement Quality Control			
In-place air voids ²	Contractor	Engineer	1 working day of completion of the lot
Segregation ¹			
Longitudinal joint density ¹			
Thermal profile ¹			
Placement Quality Assurance			
In-place air voids ¹	Engineer	Contractor	1 working day after receiving the trimmed cores ⁵
Segregation ³			1 working day of completion of the lot
Longitudinal joint density ³			
Thermal profile ³			
Aging ratio ⁴			
Payment adjustment summary	Engineer	Contractor	2 working days of performing all required tests and receiving Contractor test data

1. These tests are required on every subplot.
2. Optional test. When performed on split samples, report the results as soon as they become available.
3. To be performed at the frequency specified in Table 17 or as shown on the plans.
4. To be reported as soon as the results become available.
5. Two days are allowed if cores cannot be dried to constant weight within 1 day.

The Engineer will use the Department-provided template to calculate all payment adjustment factors for the lot. Sublot samples may be discarded after the Engineer and Contractor sign off on the payment adjustment summary documentation for the lot.

Use the procedures described in [Tex-233-F](#) to plot the results of all quality control (QC) and quality assurance (QA) testing. Update the control charts as soon as test results for each subplot become available.

Make the control charts readily accessible at the field laboratory. The Engineer may suspend production for failure to update control charts.

- 4.3. **Quality Control Plan (QCP).** Develop and follow the QCP in detail. Obtain approval for changes to the QCP made during the project. The Engineer may suspend operations if the Contractor fails to comply with the QCP.

Submit a written QCP before the mandatory pre-paving meeting. Receive approval of the QCP before beginning production. Include the following items in the QCP:

- 4.3.1. **Project Personnel.** For project personnel, include:
- a list of individuals responsible for QC with authority to take corrective action;
 - current contact information for each individual listed; and
 - current copies of certification documents for individuals performing specified QC functions.
- 4.3.2. **Material Delivery and Storage.** For material delivery and storage, include:
- the sequence of material processing, delivery, and minimum quantities to assure continuous plant operations;
 - aggregate stockpiling procedures to avoid contamination and segregation;
 - frequency, type, and timing of aggregate stockpile testing to assure conformance of material requirements before mixture production; and
 - procedure for monitoring the quality and variability of asphalt binder.
- 4.3.3. **Production.** For production, include:
- loader operation procedures to avoid contamination in cold bins;
 - procedures for calibrating and controlling cold feeds;
 - procedures to eliminate debris or oversized material;
 - procedures for adding and verifying rates of each applicable mixture component (e.g., aggregate, asphalt binder, RAP, RAS, lime, liquid antistriper, WMA);
 - procedures for reporting job control test results; and
 - procedures to avoid segregation and drain-down in the silo.
- 4.3.4. **Loading and Transporting.** For loading and transporting, include:
- type and application method for release agents; and
 - truck loading procedures to avoid segregation.
- 4.3.5. **Placement and Compaction.** For placement and compaction, include:
- proposed agenda for mandatory pre-paving meeting, including date and location;
 - proposed paving plan (e.g., paving widths, joint offsets, and lift thicknesses);
 - type and application method for release agents in the paver and on rollers, shovels, lutes, and other utensils;
 - procedures for the transfer of mixture into the paver, while avoiding segregation and preventing material spillage;
 - process to balance production, delivery, paving, and compaction to achieve continuous placement operations and good ride quality;
 - paver operations (e.g., operation of wings, height of mixture in auger chamber) to avoid physical and thermal segregation and other surface irregularities; and
 - procedures to construct quality longitudinal and transverse joints.

4.4. Mixture Design.

4.4.1. **Design Requirements.** Use the SP design procedure provided in [Tex-204-F](#), unless otherwise shown on the plans. Design the mixture to meet the requirements listed in Tables 1, 2, 3, 4, 5, 8, 9, 10, and 11.

Design the mixture at 50 gyrations (Ndesign). Use a target laboratory-molded density of 96.0% to design the mixture; however, adjustments can be made to the Ndesign value as noted in Table 10. The Ndesign level may be reduced to at least 35 gyrations at the Contractor's discretion.

Use an approved laboratory from the Department's MPL to perform the Hamburg Wheel test and provide results with the mixture design, or provide the laboratory mixture and request that the Department perform the Hamburg Wheel test. The Engineer will be allowed 10 working days to provide the Contractor with Hamburg Wheel test results on the laboratory mixture design.

The Engineer will provide the mixture design when shown on the plans. The Contractor may submit a new mixture design at any time during the project. The Engineer will verify and approve all mixture designs (JMF1) before the Contractor can begin production.

The aggregate gradation may pass below or through the reference zone shown in Table 9 unless otherwise shown on the plans. Design a mixture with a gradation that has stone-on-stone contact and passes below the reference zone shown in Table 9 when shown on the plans. Verify stone-on-stone contact using the method given in the SP design procedure in [Tex-204-F](#), Part IV.

Provide the Engineer with a mixture design report using the Department-provided template. Include the following items in the report:

- the combined aggregate gradation, source, specific gravity, and percent of each material used;
- asphalt binder content and aggregate gradation of RAP and RAS stockpiles;
- the Ndesign level used;
- results of all applicable tests;
- the mixing and molding temperatures;
- the signature of the Level 2 person or persons that performed the design;
- the date the mixture design was performed; and
- a unique identification number for the mixture design.

Table 8
Master Gradation Limits (% Passing by Weight or Volume) and VMA Requirements

Sieve Size	SP-B Intermediate	SP-C Surface	SP-D Fine Mixture
2"	–	–	–
1-1/2"	100.0 ¹	–	–
1"	98.0–100.0	100.0 ¹	–
3/4"	90.0–100.0	98.0–100.0	100.0 ¹
1/2"	Note ²	90.0–100.0	98.0–100.0
3/8"	–	Note ²	90.0–100.0
#4	23.0–90.0	28.0–90.0	32.0–90.0
#8	23.0–34.6	28.0–37.0	32.0–40.0
#16	2.0–28.3	2.0–31.6	2.0–37.6
#30	2.0–20.7	2.0–23.1	2.0–27.5
#50	2.0–13.7	2.0–15.5	2.0–18.7
#200	2.0–8.0	2.0–10.0	2.0–10.0
Design VMA, % Minimum			
–	14.0	15.0	16.0
Production (Plant-Produced) VMA, % Minimum			
–	13.5	14.5	15.5

1. Defined as maximum sieve size. No tolerance allowed.
2. Must retain at least 10% cumulative.

Table 9
Reference Zones (% Passing by Weight or Volume)

Sieve Size	SP-B Intermediate	SP-C Surface	SP-D Fine Mixture
2"	–	–	–
1-1/2"	–	–	–
1"	–	–	–
3/4"	–	–	–
1/2"	–	–	–
3/8"	–	–	–
#4	–	–	–
#8	34.6–34.6	39.1–39.1	47.2–47.2
#16	22.3–28.3	25.6–31.6	31.6–37.6
#30	16.7–20.7	19.1–23.1	23.5–27.5
#50	13.7–13.7	15.5–15.5	18.7–18.7
#200	–	–	–

Table 10
Laboratory Mixture Design Properties

Mixture Property	Test Method	Requirement
Target laboratory-molded density, %	Tex-207-F	96.0
Design gyrations (Ndesign)	Tex-241-F	50 ¹
Indirect tensile strength (dry), psi	Tex-226-F	85–200 ²
Dust/asphalt binder ratio ³	–	0.6–1.4
Boil test ⁴	Tex-530-C	–

- Adjust within a range of 35–100 gyrations when shown on the plans or specification or mutually agreed between the Engineer and Contractor.
- The Engineer may allow the IDT strength to exceed 200 psi if the corresponding Hamburg Wheel rut depth is greater than 3.0 mm and less than 12.5 mm.
- Defined as % passing #200 sieve divided by asphalt binder content.
- Used to establish baseline for comparison to production results. May be waived when approved.

Table 11
Hamburg Wheel Test Requirements

High-Temperature Binder Grade	Test Method	Minimum # of Passes @ 12.5 mm ¹ Rut Depth, Tested @ 50°C
PG 64 or lower	Tex-242-F	10,000 ²
PG 70		15,000 ³
PG 76 or higher		20,000

- When the rut depth at the required minimum number of passes is less than 3 mm, the Engineer may require the Contractor to lower the Ndesign level to at least 35 gyrations.
- May be decreased to at least 5,000 passes when shown on the plans.
- May be decreased to at least 10,000 passes when shown on the plans.

4.4.2. **Job-Mix Formula Approval.** The job-mix formula (JMF) is the combined aggregate gradation, Ndesign level, and target asphalt percentage used to establish target values for hot-mix production. JMF1 is the original laboratory mixture design used to produce the trial batch. When WMA is used, JMF1 may be designed and submitted to the Engineer without including the WMA additive. When WMA is used, document the additive or process used and recommended rate on the JMF1 submittal. The Engineer and the Contractor will verify JMF1 based on plant-produced mixture from the trial batch unless otherwise approved. The Engineer may accept an existing mixture design previously used on a Department project and may waive the trial batch to verify JMF1. The Department may require the Contractor to reimburse the Department for verification tests if more than two trial batches per design are required.

4.4.2.1. **Contractor's Responsibilities.**

4.4.2.1.1. **Providing Superpave Gyrotory Compactor (SGC).** Furnish an SGC calibrated in accordance with [Tex-241-F](#) for molding production samples. Locate the SGC at the Engineer's field laboratory and make the SGC available to the Engineer for use in molding production samples.

- 4.4.2.1.2. **Gyratory Compactor Correlation Factors.** Use [Tex-206-F](#), Part II, to perform a gyratory compactor correlation when the Engineer uses a different SGC. Apply the correlation factor to all subsequent production test results.
- 4.4.2.1.3. **Submitting JMF1.** Furnish a mix design report (JMF1) with representative samples of all component materials and request approval to produce the trial batch. Provide approximately 10,000 g of the design mixture if opting to have the Department perform the Hamburg Wheel test on the laboratory mixture, and request that the Department perform the test.
- 4.4.2.1.4. **Supplying Aggregates.** Provide approximately 40 lb. of each aggregate stockpile unless otherwise directed.
- 4.4.2.1.5. **Supplying Asphalt.** Provide at least 1 gal. of the asphalt material and enough quantities of any additives proposed for use.
- 4.4.2.1.6. **Ignition Oven Correction Factors.** Determine the aggregate and asphalt correction factors from the ignition oven in accordance with [Tex-236-F](#), Part II. Provide correction factors that are not more than 12 months old. Provide the Engineer with split samples of the mixtures before the trial batch production, including all additives (except water), and blank samples used to determine the correction factors for the ignition oven used for QA testing during production. Correction factors established from a previously approved mixture design may be used for the current mixture design if the mixture design and ignition oven are the same as previously used, unless otherwise directed.
- 4.4.2.1.7. **Boil Test.** Perform the test and retain the tested sample from [Tex-530-C](#) until completion of the project or as directed. Use this sample for comparison purposes during production. The Engineer may waive the requirement for the boil test.
- 4.4.2.1.8. **Trial Batch Production.** Provide a plant-produced trial batch upon receiving conditional approval of JMF1 and authorization to produce a trial batch, including the WMA additive or process if applicable, for verification testing of JMF1 and development of JMF2. Produce a trial batch mixture that meets the requirements in Table 4, Table 5, and Table 12. The Engineer may accept test results from recent production of the same mixture instead of a new trial batch.
- 4.4.2.1.9. **Trial Batch Production Equipment.** Use only equipment and materials proposed for use on the project to produce the trial batch.
- 4.4.2.1.10. **Trial Batch Quantity.** Produce enough quantity of the trial batch to ensure that the mixture meets the specification requirements.
- 4.4.2.1.11. **Number of Trial Batches.** Produce trial batches as necessary to obtain a mixture that meets the specification requirements.
- 4.4.2.1.12. **Trial Batch Sampling.** Obtain a representative sample of the trial batch and split it into 3 equal portions in accordance with [Tex-222-F](#). Label these portions as "Contractor," "Engineer," and "Referee." Deliver samples to the appropriate laboratory as directed.
- 4.4.2.1.13. **Trial Batch Testing.** Test the trial batch to ensure the mixture produced using the proposed JMF1 meets the mixture requirements in Table 12. Ensure the trial batch mixture is also in compliance with the Hamburg Wheel-requirement in Table 11. Use a Department-approved laboratory to perform the Hamburg Wheel test on the trial batch mixture or request that the Department perform the Hamburg Wheel test.
- The Engineer will be allowed 10 working days to provide the Contractor with Hamburg Wheel test results on the trial batch. Provide the Engineer with a copy of the trial batch test results.
- 4.4.2.1.14. **Development of JMF2.** Evaluate the trial batch test results after the Engineer grants full approval of JMF1 based on results from the trial batch, determine the optimum mixture proportions, and submit as JMF2.

Adjust the asphalt binder content or gradation to achieve the specified target laboratory-molded density. The asphalt binder content established for JMF2 is not required to be within any tolerance of the optimum asphalt binder content established for JMF1; however, mixture produced using JMF2 must meet the voids in mineral aggregates (VMA) requirements for production shown in Table 8. If the optimum asphalt binder content for JMF2 is more than 0.5% lower than the optimum asphalt binder content for JMF1, the Engineer may perform or require the Contractor to perform [Tex-226-F](#) on Lot 1 production to confirm the indirect tensile strength does not exceed 200 psi. Verify that JMF2 meets the mixture requirements in Table 4 and Table 5.

- 4.4.2.1.15. **Mixture Production.** Use JMF2 to produce Lot 1 as described in Section 3077.4.9.3.1.1., “Lot 1 Placement,” after receiving approval for JMF2 and a passing result from the Department’s or a Department-approved laboratory’s Hamburg Wheel test on the trial batch. If desired, proceed to Lot 1 production, once JMF2 is approved, at the Contractor’s risk without receiving the results from the Department’s Hamburg Wheel test on the trial batch.

Notify the Engineer if electing to proceed without Hamburg Wheel test results from the trial batch. Note that the Engineer may require up to the entire subplot of any mixture failing the Hamburg Wheel test to be removed and replaced at the Contractor’s expense.

- 4.4.2.1.16. **Development of JMF3.** Evaluate the test results from Lot 1, determine the optimum mixture proportions, and submit as JMF3 for use in Lot 2.

- 4.4.2.1.17. **JMF Adjustments.** If JMF adjustments are necessary to achieve the specified requirements, make the adjustment before beginning a new lot. The adjusted JMF must:

- be provided to the Engineer in writing before the start of a new lot;
- be numbered in sequence to the previous JMF;
- meet the mixture requirements in Table 4 and Table 5;
- meet the master gradation limits shown in Table 8; and
- be within the operational tolerances of JMF2 listed in Table 12.

- 4.4.2.1.18. **Requesting Referee Testing.** Use referee testing, if needed, in accordance with Section 3077.4.9.1., “Referee Testing,” to resolve testing differences with the Engineer.

Table 12
Operational Tolerances

Description	Test Method	Allowable Difference Between Trial Batch and JMF1 Target	Allowable Difference from Current JMF Target	Allowable Difference between Contractor and Engineer ¹
Individual % retained for #8 sieve and larger	Tex-200-F or Tex-236-F	Must be Within Master Grading Limits in Table 8	±5.0 ^{2,3}	±5.0
Individual % retained for sieves smaller than #8 and larger than #200			±3.0 ^{2,3}	±3.0
% passing the #200 sieve			±2.0 ^{2,3}	±1.6
Asphalt binder content, %	Tex-236-F	±0.5	±0.3 ³	±0.3
Dust/asphalt binder ratio ⁴	–	Note 5	Note 5	N/A
Laboratory-molded density, %	Tex-207-F	±1.0	±1.0	±0.5
In-place air voids, %		N/A	N/A	±1.0
Laboratory-molded bulk specific gravity		N/A	N/A	±0.020
VMA, % min	Tex-204-F	Note 6	Note 6	N/A
Theoretical maximum specific (Rice) gravity	Tex-227-F	N/A	N/A	±0.020

- Contractor may request referee testing only when values exceed these tolerances.
- When within these tolerances, mixture production gradations may fall outside the master grading limits; however, the % passing the #200 will be considered out of tolerance when outside the master grading limits.
- Only applies to mixture produced for Lot 1 and higher.
- Defined as % passing #200 sieve divided by asphalt binder content.
- Verify that Table 10 requirement is met.
- Verify that Table 8 requirements are met.

4.4.2.2. **Engineer's Responsibilities.**

4.4.2.2.1. **Gyratory Compactor.** The Engineer will use a Department SGC, calibrated in accordance with [Tex-241-F](#), to mold samples for laboratory mixture design verification. For molding trial batch and production specimens, the Engineer will use the Contractor-provided SGC at the field laboratory or provide and use a Department SGC at an alternate location. The Engineer will make the Contractor-provided SGC in the Department field laboratory available to the Contractor for molding verification samples.

4.4.2.2.2. **Conditional Approval of JMF1 and Authorizing Trial Batch.** The Engineer will review and verify conformance of the following information within two working days of receipt:

- the Contractor's mix design report (JMF1);
- the Contractor-provided Hamburg Wheel test results;
- all required materials including aggregates, asphalt, additives, and recycled materials; and
- the mixture specifications.

The Engineer will grant the Contractor conditional approval of JMF1 if the information provided on the paper copy of JMF1 indicates that the Contractor's mixture design meets the specifications. When the Contractor does not provide Hamburg Wheel test results with laboratory mixture design, 10 working days are allowed for conditional approval of JMF1. The Engineer will base full approval of JMF1 on the test results on mixture from the trial batch.

Unless waived, the Engineer will determine the Micro-Deval abrasion loss in accordance with Section 3077.2.1.1.2., "Micro-Deval Abrasion." If the Engineer's test results are pending after two working days, conditional approval of JMF1 will still be granted within 2 working days of receiving JMF1. When the Engineer's test results become available, they will be used for specification compliance.

After conditionally approving JMF1, including either Contractor- or Department-supplied Hamburg Wheel test results, the Contractor is authorized to produce a trial batch.

4.4.2.2.3. **Hamburg Wheel Testing of JMF1.** If the Contractor requests the option to have the Department perform the Hamburg Wheel test on the laboratory mixture, the Engineer will mold samples in accordance with [Tex-242-F](#) to verify compliance with the Hamburg Wheel test requirement in Table 11.

4.4.2.2.4. **Ignition Oven Correction Factors.** The Engineer will use the split samples provided by the Contractor to determine the aggregate and asphalt correction factors for the ignition oven used for QA testing during production in accordance with [Tex-236-F](#), Part II. Provide correction factors that are not more than 12 months old.

4.4.2.2.5. **Testing the Trial Batch.** Within 1 full working day, the Engineer will sample and test the trial batch to ensure that the mixture meets the requirements in Table 12. If the Contractor requests the option to have the Department perform the Hamburg Wheel test on the trial batch mixture, the Engineer will mold samples in accordance with [Tex-242-F](#) to verify compliance with the Hamburg Wheel test requirement in Table 11.

The Engineer will have the option to perform the following tests on the trial batch:

- [Tex-226-F](#), to verify that the indirect tensile strength meets the requirement shown in Table 10; and
- [Tex-530-C](#), to retain and use for comparison purposes during production.

4.4.2.2.6. **Full Approval of JMF1.** The Engineer will grant full approval of JMF1 and authorize the Contractor to proceed with developing JMF2 if the Engineer's results for the trial batch meet the requirements in Table 12. The Engineer will notify the Contractor that an additional trial batch is required if the trial batch does not meet these requirements.

4.4.2.2.7. **Approval of JMF2.** The Engineer will approve JMF2 within one working day if the mixture meets the requirements in Table 5 and the gradation meets the master grading limits shown in Table 8. The asphalt binder content established for JMF2 is not required to be within any tolerance of the optimum asphalt binder content established for JMF1; however, mixture produced using JMF2 must meet the VMA requirements shown in Table 8. If the optimum asphalt binder content for JMF2 is more than 0.5% lower than the optimum asphalt binder content for JMF1, the Engineer may perform or require the Contractor to perform [Tex-226-F](#) on Lot 1 production to confirm the indirect tensile strength does not exceed 200 psi.

4.4.2.2.8. **Approval of Lot 1 Production.** The Engineer will authorize the Contractor to proceed with Lot 1 production (using JMF2) as soon as a passing result is achieved from the Department's or a Department-approved laboratory's Hamburg Wheel test on the trial batch. The Contractor may proceed at its own risk with Lot 1 production without the results from the Hamburg Wheel test on the trial batch.

If the Department's or Department-approved laboratory's sample from the trial batch fails the Hamburg Wheel test, the Engineer will suspend production until further Hamburg Wheel tests meet the specified values. The Engineer may require up to the entire subplot of any mixture failing the Hamburg Wheel test be removed and replaced at the Contractor's expense.

4.4.2.2.9. **Approval of JMF3 and Subsequent JMF Changes.** JMF3 and subsequent JMF changes are approved if they meet the mixture requirements shown in Table 4, Table 5, and the master grading limits shown in Table 8, and are within the operational tolerances of JMF2 shown in Table 12.

4.5. **Production Operations.** Perform a new trial batch when the plant or plant location is changed. Take corrective action and receive approval to proceed after any production suspension for noncompliance to the specification. Submit a new mix design and perform a new trial batch when the asphalt binder content of:

- any RAP stockpile used in the mix is more than 0.5% higher than the value shown on the mixture design report; or
- RAS stockpile used in the mix is more than 2.0% higher than the value shown on the mixture design report.

4.5.1. **Storage and Heating of Materials.** Do not heat the asphalt binder above the temperatures specified in Item 300, "Asphalts, Oils, and Emulsions," or outside the manufacturer's recommended values. Provide the Engineer with daily records of asphalt binder and hot-mix asphalt discharge temperatures (in legible and discernible increments) in accordance with Item 320, "Equipment for Asphalt Concrete Pavement," unless otherwise directed. Do not store mixture for a period long enough to affect the quality of the mixture, nor in any case longer than 12 hr. unless otherwise approved.

4.5.2. **Mixing and Discharge of Materials.** 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 the maximum production temperatures listed in Table 13 (or 275°F for WMA). The Department will not pay for or allow placement of any mixture produced above the maximum production temperatures listed in Table 13.

Table 13
Maximum Production Temperature

High-Temperature Binder Grade ¹	Maximum Production Temperature
PG 64	325°F
PG 70	335°F
PG 76	345°F

1. The high-temperature binder grade refers to the high-temperature grade of the virgin asphalt binder used to produce the mixture.

Produce WMA within the target discharge temperature range of 215°F and 275°F when WMA is required. Take corrective action any time the discharge temperature of the WMA exceeds the target discharge range. The Engineer may suspend production operations if the Contractor's corrective action is not successful at controlling the production temperature within the target discharge range. Note that when WMA is produced, it may be necessary to adjust burners to ensure complete combustion such that no burner fuel residue remains in the mixture.

Control the mixing time and temperature so that substantially all moisture is removed from the mixture before discharging from the plant. Determine the moisture content, if requested, by oven-drying in accordance with [Tex-212-F](#), Part II, and verify that the mixture contains no more than 0.2% of moisture by weight. Obtain the sample immediately after discharging the mixture into the truck, and perform the test promptly.

4.6. **Hauling Operations.** Clean all truck beds before use to ensure that mixture is not contaminated. Use a release agent shown on the Department's MPL to coat the inside bed of the truck when necessary.

Use equipment for hauling as defined in Section 3077.4.7.3.3., "Hauling Equipment." Use other hauling equipment only when allowed.

4.7. **Placement Operations.** Collect haul tickets from each load of mixture delivered to the project and provide the Department's copy to the Engineer approximately every hour or as directed. Use a hand-held thermal camera or infrared thermometer, when a thermal imaging system is not used, to measure and record the internal temperature of the mixture as discharged from the truck or Material Transfer Device (MTD) before or as the mix enters the paver and an approximate station number or GPS coordinates on each ticket. Calculate the daily yield and cumulative yield for the specified lift and provide to the Engineer at the end of paving operations for each day unless otherwise directed. The Engineer may suspend production if the Contractor fails to produce and provide haul tickets and yield calculations by the end of paving operations for each day.

Prepare the surface by removing raised pavement markers and objectionable material such as moisture, dirt, sand, leaves, and other loose impediments from the surface before placing mixture. Remove vegetation from pavement edges. Place the mixture to meet the typical section requirements and produce a smooth, finished surface with a uniform appearance and texture. Offset longitudinal joints of successive courses of hot-mix by at least 6 in. Place mixture so that longitudinal joints on the surface course coincide with lane lines and are not placed in the wheel path, or as directed. Ensure that all finished surfaces will drain properly. Place the

mixture at the rate or thickness shown on the plans. The Engineer will use the guidelines in Table 14 to determine the compacted lift thickness of each layer when multiple lifts are required. The thickness determined is based on the rate of 110 lb./sq. yd. for each inch of pavement unless otherwise shown on the plans.

Table 14
Compacted Lift Thickness and Required Core Height

Mixture Type	Compacted Lift Thickness Guidelines		Minimum Untrimmed Core Height (in.) Eligible for Testing
	Minimum (in.)	Maximum (in.)	
SP-B	2.50	4.0	2.00
SP-C	2.00	3.0	1.25
SP-D	1.25	2.0	1.25

4.7.1. **Weather Conditions.**

4.7.1.1. **When Using a Thermal Imaging System.** Place mixture when the roadway is dry and the roadway surface temperature is at or above the temperatures listed in Table 15A. The Engineer may restrict the Contractor from paving surface mixtures if the ambient temperature is likely to drop below 32°F within 12 hr. of paving. Place mixtures only when weather conditions and moisture conditions of the roadway surface are suitable as determined by the Engineer. Provide output data from the thermal imaging system to demonstrate to the Engineer that no recurring severe thermal segregation exists in accordance with Section 3077.4.7.3.1.2., "Thermal Imaging System."

Table 15A
Minimum Pavement Surface Temperatures

High-Temperature Binder Grade ¹	Minimum Pavement Surface Temperatures (°F)	
	Subsurface Layers or Night Paving Operations	Surface Layers Placed in Daylight Operations
PG 64	35	40
PG 70	45 ²	50 ²
PG 76	45 ²	50 ²

1. The high-temperature binder grade refers to the high-temperature grade of the virgin asphalt binder used to produce the mixture.
2. Contractors may pave at temperatures 10°F lower than these values when a chemical WMA additive is used as a compaction aid in the mixture or when using WMA.

4.7.1.2. **When Not Using a Thermal Imaging System.** When using a thermal camera instead of the thermal imaging system, place mixture when the roadway surface temperature is at or above the temperatures listed in Table 15B unless otherwise approved or as shown on the plans. Measure the roadway surface temperature with a hand-held thermal camera or infrared thermometer. The Engineer may allow mixture placement to begin before the roadway surface reaches the required temperature if conditions are such that the roadway surface will reach the required temperature within 2 hr. of beginning placement operations. Place mixtures only when weather conditions and moisture conditions of the roadway surface are suitable as determined by the Engineer. The Engineer may restrict the Contractor from paving if the ambient temperature is likely to drop below 32°F within 12 hr. of paving.

Table 15B
Minimum Pavement Surface Temperatures

High-Temperature Binder Grade ¹	Minimum Pavement Surface Temperatures (°F)	
	Subsurface Layers or Night Paving Operations	Surface Layers Placed in Daylight Operations
PG 64	45	50
PG 70	55 ²	60 ²
PG 76	60 ²	60 ²

1. The high-temperature binder grade refers to the high-temperature grade of the virgin asphalt binder used to produce the mixture.
2. Contractors may pave at temperatures 10°F lower than these values when a chemical WMA additive is used as a compaction aid in the mixture, when using WMA, or utilizing a paving process with equipment that eliminates thermal segregation. In such cases, for each sublot and in the presence of the Engineer, use a hand-held thermal camera operated in accordance with [Tex-244-F](#) to demonstrate to the satisfaction of the Engineer that the uncompacted mat has no more than 10°F of thermal segregation.

4.7.2. Tack Coat.

4.7.2.1. **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 that 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.

4.7.2.2. **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 notify the Contractor when the sampling will occur and will witness the collection of 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."

4.7.3. **Lay-Down Operations.** Use the placement temperatures in Table 16 to establish the minimum placement temperature of mixture delivered to the paver.

Table 16
Minimum Mixture Placement Temperature

High-Temperature Binder Grade ¹	Minimum Placement Temperature (Before Entering Paver) ^{2,3}
PG 64	260°F
PG 70	270°F
PG 76	280°F

1. The high-temperature binder grade refers to the high-temperature grade of the virgin asphalt binder used to produce the mixture.
2. Minimum placement temperatures may be reduced 10°F if using a chemical WMA additive as a compaction aid.
3. When using WMA, the minimum placement temperature is 215°F.

4.7.3.1. **Thermal Profile.** Use a hand-held thermal camera or a thermal imaging system to obtain a continuous thermal profile in accordance with [Tex-244-F](#). Thermal profiles are not applicable in areas described in Section 3077.4.9.3.1.4., "Miscellaneous Areas."

4.7.3.1.1. **Thermal Segregation.**

- 4.7.3.1.1.1. **Moderate.** Any areas that have a temperature differential greater than 25°F, but not exceeding 50°F, are deemed as moderate thermal segregation.
- 4.7.3.1.1.2. **Severe.** Any areas that have a temperature differential greater than 50°F are deemed as severe thermal segregation.
- 4.7.3.1.2. **Thermal Imaging System.** Review the output results when a thermal imaging system is used, and provide the automated report described in [Tex-244-F](#) to the Engineer daily unless otherwise directed. Modify the paving process as necessary to eliminate any recurring (moderate or severe) thermal segregation identified by the thermal imaging system. The Engineer may suspend paving operations if the Contractor cannot successfully modify the paving process to eliminate recurring severe thermal segregation. Density profiles are not required and not applicable when using a thermal imaging system. Provide the Engineer with electronic copies of all daily data files that can be used with the thermal imaging system software to generate temperature profile plots daily or upon completion of the project or as requested by the Engineer.
- 4.7.3.1.3. **Thermal Camera.** When using a thermal camera instead of the thermal imaging system, take immediate corrective action to eliminate recurring moderate thermal segregation when a hand-held thermal camera is used. Evaluate areas with moderate thermal segregation by performing density profiles in accordance with Section 3077.4.9.3.3.2., "Segregation (Density Profile)." Provide the Engineer with the thermal profile of every subplot within one working day of the completion of each lot. When requested by the Engineer, provide the thermal images generated using the thermal camera. Report the results of each thermal profile in accordance with Section 3077.4.2., "Reporting and Responsibilities." The Engineer will use a hand-held thermal camera to obtain a thermal profile at least once per project. No production or placement payment adjustments greater than 1.000 will be paid for any subplot that contains severe thermal segregation. Suspend operations and take immediate corrective action to eliminate severe thermal segregation unless otherwise directed. Resume operations when the Engineer determines that subsequent production will meet the requirements of this Section. Evaluate areas with severe thermal segregation by performing density profiles in accordance with Section 3077.4.9.3.3.2., "Segregation (Density Profile)." Remove and replace the material in any areas that have both severe thermal segregation and a failing result for Segregation (Density Profile) unless otherwise directed. The subplot in question may receive a production and placement payment adjustment greater than 1.000, if applicable, when the defective material is successfully removed and replaced.
- 4.7.3.2. **Windrow Operations.** Operate windrow pickup equipment so that when hot-mix is placed in windrows, substantially all the mixture deposited on the roadbed is picked up and loaded into the paver.
- 4.7.3.3. **Hauling Equipment.** Use belly dumps, live bottom, or end dump trucks to haul and transfer mixture; however, with exception of paving miscellaneous areas, end dump trucks are only allowed when used in conjunction with an MTD with remixing capability or when a thermal imaging system is used unless otherwise allowed.
- 4.7.3.4. **Screed Heaters.** Turn off screed heaters to prevent overheating of the mat if the paver stops for more than 5 min. The Engineer may evaluate the suspect area in accordance with Section 3077.4.9.3.3.4., "Recovered Asphalt Dynamic Shear Rheometer (DSR)," if the screed heater remains on for more than 5 min. while the paver is stopped.
- 4.8. **Compaction.** Compact the pavement uniformly to contain between 3.7% and 7.5% in-place air voids. Take immediate corrective action to bring the operation within 3.7% and 7.5% when the in-place air voids exceed the range of these tolerances. The Engineer will allow paving to resume when the proposed corrective action is likely to yield between 3.7% and 7.5% in-place air voids.

Obtain cores in areas placed under Exempt Production, as directed, at locations determined by the Engineer. The Engineer may test these cores and suspend operations or require removal and replacement if the in-place air voids are less than 2.7% or more than 9.0%. Areas defined in Section 3077.4.9.3.1.4., "Miscellaneous Areas," are not subject to in-place air void determination.

Furnish the type, size, and number of rollers required for compaction as approved. Use additional rollers as required to remove any roller marks. Use only water or an approved release agent on rollers, tamps, and other compaction equipment unless otherwise directed.

Use the control strip method shown in [Tex-207-F](#), Part IV, on the first day of production to establish the rolling pattern that will produce the desired in-place air voids unless otherwise directed.

Use tamps to thoroughly compact the edges of the pavement along curbs, headers, and similar structures and in locations that will not allow thorough compaction with rollers. The Engineer may require rolling with a trench roller on widened areas, in trenches, and in other limited areas.

Complete all compaction operations before the pavement temperature drops below 160°F unless otherwise allowed. The Engineer may allow compaction with a light finish roller operated in static mode for pavement temperatures below 160°F.

Allow the compacted pavement to cool to 160°F or lower before opening to traffic unless otherwise directed. Sprinkle the finished mat with water or limewater, when directed, to expedite opening the roadway to traffic.

- 4.9. **Acceptance Plan.** Payment adjustments for the material will be in accordance with Article 3077.6., "Payment."

Sample and test the hot-mix on a lot and subplot basis. Suspend production until test results or other information indicates to the satisfaction of the Engineer that the next material produced or placed will result in pay factors of at least 1.000 if the production pay factor given in Section 3077.6.1., "Production Payment Adjustment Factors," for two consecutive lots or the placement pay factor given in Section 3077.6.2., "Placement Payment Adjustment Factors," for two consecutive lots is below 1.000.

- 4.9.1. **Referee Testing.** The Materials and Tests Division is the referee laboratory. The Contractor may request referee testing if a "remove and replace" condition is determined based on the Engineer's test results, or if the differences between Contractor and Engineer test results exceed the maximum allowable difference shown in Table 12 and the differences cannot be resolved. The Contractor may also request referee testing if the Engineer's test results require suspension of production and the Contractor's test results are within specification limits. Make the request within 5 working days after receiving test results and cores from the Engineer. Referee tests will be performed only on the subplot in question and only for the particular tests in question. Allow 10 working days from the time the referee laboratory receives the samples for test results to be reported. The Department may require the Contractor to reimburse the Department for referee tests if more than three referee tests per project are required and the Engineer's test results are closer to the referee test results than the Contractor's test results.

The Materials and Tests Division will determine the laboratory-molded density based on the molded specific gravity and the maximum theoretical specific gravity of the referee sample. The in-place air voids will be determined based on the bulk specific gravity of the cores, as determined by the referee laboratory and the Engineer's average maximum theoretical specific gravity for the lot. With the exception of "remove and replace" conditions, referee test results are final and will establish payment adjustment factors for the subplot in question. The Contractor may decline referee testing and accept the Engineer's test results when the placement payment adjustment factor for any subplot results in a "remove and replace" condition. Placement sublots subject to be removed and replaced will be further evaluated in accordance with Section 3077.6.2.2., "Placement Sublots Subject to Removal and Replacement."

- 4.9.2. **Production Acceptance.**

- 4.9.2.1. **Production Lot.** A production lot consists of four equal sublots. The default quantity for Lot 1 is 1,000 tons; however, when requested by the Contractor, the Engineer may increase the quantity for Lot 1 to no more than 4,000 tons. The Engineer will select subsequent lot sizes based on the anticipated daily production such

that approximately three to four sublots are produced each day. The lot size will be between 1,000 tons and 4,000 tons. The Engineer may change the lot size before the Contractor begins any lot.

If the optimum asphalt binder content for JMF2 is more than 0.5% lower than the optimum asphalt binder content for JMF1, the Engineer may perform or require the Contractor to perform [Tex-226-F](#) on Lot 1 to confirm the indirect tensile strength does not exceed 200 psi. Take corrective action to bring the mixture within specification compliance if the indirect tensile strength exceeds 200 psi unless otherwise directed.

- 4.9.2.1.1. **Incomplete Production Lots.** If a lot is begun but cannot be completed, such as on the last day of production or in other circumstances deemed appropriate, the Engineer may close the lot. Adjust the payment for the incomplete lot in accordance with Section 3077.6.1., "Production Payment Adjustment Factors." Close all lots within five working days unless otherwise allowed.
- 4.9.2.2. **Production Sampling.**
- 4.9.2.2.1. **Mixture Sampling.** Obtain hot-mix samples from trucks at the plant in accordance with [Tex-222-F](#). The sampler will split each sample into three equal portions in accordance with [Tex-200-F](#) and label these portions as "Contractor," "Engineer," and "Referee." The Engineer will perform or witness the sample splitting and take immediate possession of the samples labeled "Engineer" and "Referee." The Engineer will maintain the custody of the samples labeled "Engineer" and "Referee" until the Department's testing is completed.
- 4.9.2.2.1.1. **Random Sample.** At the beginning of the project, the Engineer will select random numbers for all production sublots. Determine sample locations in accordance with [Tex-225-F](#). Take one sample for each subplot at the randomly selected location. The Engineer will perform or witness the sampling of production sublots.
- 4.9.2.2.1.2. **Blind Sample.** For one subplot per lot, the Engineer will obtain and test a "blind" sample instead of the random sample collected by the Contractor. Test either the "blind" or the random sample; however, referee testing (if applicable) will be based on a comparison of results from the "blind" sample. The location of the Engineer's "blind" sample will not be disclosed to the Contractor. The Engineer's "blind" sample may be randomly selected in accordance with [Tex-225-F](#) for any subplot or selected at the discretion of the Engineer. The Engineer will use the Contractor's split sample for sublots not sampled by the Engineer.
- 4.9.2.2.2. **Informational Shear Bond Strength Testing.** Select one random subplot from Lot 2 or higher for shear bond strength testing. Obtain full depth cores in accordance with [Tex-249-F](#). Label the cores with the Control Section Job (CSJ), producer of the tack coat, mix type, shot rate, lot, and subplot number and provide to the Engineer. The Engineer will ship the cores to the Materials and Tests Division or district laboratory for shear bond strength testing. Results from these tests will not be used for specification compliance.
- 4.9.2.2.3. **Asphalt Binder Sampling.** Obtain a 1-qt. sample of the asphalt binder witnessed by the Engineer for each lot of mixture produced. The Contractor will notify the Engineer when the sampling will occur. Obtain the sample at approximately the same time the mixture random sample is obtained. Sample from a port located immediately upstream from the mixing drum or pug mill and upstream from the introduction of any additives in accordance with [Tex-500-C](#), Part II. Label the can with the corresponding lot and subplot numbers, producer, producer facility location, grade, district, date sampled, and project information including highway and CSJ. The Engineer will retain these samples for one year. The Engineer may also obtain independent samples. If obtaining an independent asphalt binder sample and upon request of the Contractor, the Engineer will split a sample of the asphalt binder with the Contractor.
- At least once per project, the Engineer will collect split samples of each binder grade and source used. The Engineer will submit one split sample to MTD to verify compliance with Item 300, "Asphalts, Oils, and Emulsions" and will retain the other split sample for one year.
- 4.9.2.3. **Production Testing.** The Contractor and Engineer must perform production tests in accordance with Table 17. The Contractor has the option to verify the Engineer's test results on split samples provided by the Engineer. Determine compliance with operational tolerances listed in Table 12 for all sublots.

Take immediate corrective action if the Engineer's laboratory-molded density on any subplot is less than 95.0% or greater than 97.0% to bring the mixture within these tolerances. The Engineer may suspend operations if the Contractor's corrective actions do not produce acceptable results. The Engineer will allow production to resume when the proposed corrective action is likely to yield acceptable results.

The Engineer may allow alternate methods for determining the asphalt binder content and aggregate gradation if the aggregate mineralogy is such that [Tex-236-F](#), Part I does not yield reliable results. Provide evidence that results from [Tex-236-F](#), Part I are not reliable before requesting permission to use an alternate method unless otherwise directed. Use the applicable test procedure as directed if an alternate test method is allowed.

Table 17
Production and Placement Testing Frequency

Description	Test Method	Minimum Contractor Testing Frequency	Minimum Engineer Testing Frequency
Individual % retained for #8 sieve and larger	Tex-200-F or Tex-236-F	1 per subplot	1 per 12 sublots ¹
Individual % retained for sieves smaller than #8 and larger than #200			
% passing the #200 sieve			
Laboratory-molded density	Tex-207-F	N/A	1 per subplot ¹
Laboratory-molded bulk specific gravity			
In-place air voids			
VMA	Tex-204-F	1 per subplot ²	1 per project
Segregation (density profile)	Tex-207-F , Part V		
Longitudinal joint density	Tex-207-F , Part VII		
Moisture content	Tex-212-F , Part II	When directed	1 per subplot ¹
Theoretical maximum specific (Rice) gravity	Tex-227-F	N/A	
Asphalt binder content	Tex-236-F	1 per subplot	
Hamburg Wheel test	Tex-242-F	N/A	1 per project
Recycled Asphalt Shingles (RAS) ³	Tex-217-F , Part III	N/A	
Thermal profile	Tex-244-F	1 per subplot ²	
Asphalt binder sampling and testing	Tex-500-C , Part II	1 per lot (sample only) ⁴	
Tack coat sampling and testing	Tex-500-C , Part III	N/A	
Boil test ⁵	Tex-530-C	1 per lot	
Shear Bond Strength Test ⁶	Tex-249-F	1 per project (sample only)	

- For production defined in Section 3077.4.9.4., "Exempt Production," the Engineer will test one per day if 100 tons or more are produced. For Exempt Production, no testing is required when less than 100 tons are produced.
- To be performed in the presence of the Engineer, unless otherwise approved. Not required when a thermal imaging system is used.
- Testing performed by the Materials and Tests Division or designated laboratory.
- Obtain samples witnessed by the Engineer. The Engineer will retain these samples for one year.
- The Engineer may reduce or waive the sampling and testing requirements based on a satisfactory test history.
- Testing performed by the Materials and Tests Division or District for informational purposes only.

4.9.2.4. **Operational Tolerances.** Control the production process within the operational tolerances listed in Table 12. When production is suspended, the Engineer will allow production to resume when test results or other information indicates the next mixture produced will be within the operational tolerances.

4.9.2.4.1. **Gradation.** Suspend operation and take corrective action if any aggregate is retained on the maximum sieve size shown in Table 8. A subplot is defined as out of tolerance if either the Engineer's or the Contractor's test results are out of operational tolerance. Suspend production when test results for gradation exceed the operational tolerances in Table 12 for three consecutive sublots on the same sieve or four consecutive sublots on any sieve unless otherwise directed. The consecutive sublots may be from more than one lot.

4.9.2.4.2. **Asphalt Binder Content.** A subplot is defined as out of operational tolerance if either the Engineer's or the Contractor's test results exceed the values listed in Table 12. No production or placement payment

adjustments greater than 1.000 will be paid for any subplot that is out of operational tolerance for asphalt binder content. Suspend production and shipment of the mixture if the Engineer's or the Contractor's asphalt binder content deviates from the current JMF by more than 0.5% for any subplot.

- 4.9.2.4.3. **Voids in Mineral Aggregates (VMA).** The Engineer will determine the VMA for every subplot. For sublots when the Engineer does not determine asphalt binder content, the Engineer will use the asphalt binder content results from QC testing performed by the Contractor to determine VMA.

Take immediate corrective action if the VMA value for any subplot is less than the minimum VMA requirement for production listed in Table 8. Suspend production and shipment of the mixture if the Engineer's VMA results on two consecutive sublots are below the minimum VMA requirement for production listed in Table 8. No production or placement payment adjustments greater than 1.000 will be paid for any subplot that does not meet the minimum VMA requirement for production listed in Table 8 based on the Engineer's VMA determination.

Suspend production and shipment of the mixture if the Engineer's VMA result is more than 0.5% below the minimum VMA requirement for production listed in Table 8. In addition to suspending production, the Engineer may require removal and replacement or may allow the subplot to be left in place without payment.

- 4.9.2.4.4. **Hamburg Wheel Test.** The Engineer may perform a Hamburg Wheel test at any time during production, including when the boil test indicates a change in quality from the materials submitted for JMF 1. In addition to testing production samples, the Engineer may obtain cores and perform Hamburg Wheel tests on any areas of the roadway where rutting is observed. Suspend production until further Hamburg Wheel tests meet the specified values when the production or core samples fail the Hamburg Wheel test criteria in Table 11. Core samples, if taken, will be obtained from the center of the finished mat or other areas excluding the vehicle wheel paths. The Engineer may require up to the entire subplot of any mixture failing the Hamburg Wheel test to be removed and replaced at the Contractor's expense.

If the Department's or Department approved laboratory's Hamburg Wheel test results in a "remove and replace" condition, the Contractor may request that the Department confirm the results by re-testing the failing material. The Materials and Tests Division will perform the Hamburg Wheel tests and determine the final disposition of the material in question based on the Department's test results.

- 4.9.2.5. **Individual Loads of Hot-Mix.** The Engineer can reject individual truckloads of hot-mix. When a load of hot-mix is rejected for reasons other than temperature, contamination, or excessive uncoated particles, the Contractor may request that the rejected load be tested. Make this request within 4 hr. of rejection. The Engineer will sample and test the mixture. If test results are within the operational tolerances shown in Table 12, payment will be made for the load. If test results are not within operational tolerances, no payment will be made for the load.

4.9.3. **Placement Acceptance.**

- 4.9.3.1. **Placement Lot.** A placement lot consists of four placement sublots. A placement subplot consists of the area placed during a production subplot.

- 4.9.3.1.1. **Lot 1 Placement.** Placement payment adjustments greater than 1.000 for Lot 1 will be in accordance with Section 3077.6.2., "Placement Payment Adjustment Factors;" however, no placement adjustment less than 1.000 will be assessed for any subplot placed in Lot 1 when the in-place air voids are greater than or equal to 2.7% and less than or equal to 9.0%. Remove and replace any subplot with in-place air voids less than 2.7% or greater than 9.0%.

- 4.9.3.1.2. **Incomplete Placement Lots.** An incomplete placement lot consists of the area placed as described in Section 3077.4.9.2.1.1., "Incomplete Production Lot," excluding areas defined in Section 3077.4.9.3.1.4., "Miscellaneous Areas." Placement sampling is required if the random sample plan for production resulted in a sample being obtained from an incomplete production subplot.

- 4.9.3.1.3. **Shoulders, Ramps, Etc.** Shoulders, ramps, intersections, acceleration lanes, deceleration lanes, and turn lanes are subject to in-place air void determination and payment adjustments unless designated on the plans as not eligible for in-place air void determination. Intersections may be considered miscellaneous areas when determined by the Engineer.
- 4.9.3.1.4. **Miscellaneous Areas.** Miscellaneous areas include areas that typically involve significant handwork or discontinuous paving operations, such as temporary detours, driveways, mailbox turnouts, crossovers, gores, spot level-up areas, and other similar areas. Temporary detours are subject to in-place air void determination when shown on the plans. Miscellaneous areas also include level-ups and thin overlays when the layer thickness specified on the plans is less than the minimum untrimmed core height eligible for testing shown in Table 14. The specified layer thickness is based on the rate of 110 lb./sq. yd. for each inch of pavement unless another rate is shown on the plans. When "level up" is listed as part of the item bid description code, a payment adjustment factor of 1.000 will be assigned for all placement sublots as described in Article 3077.6, "Payment." Miscellaneous areas are not eligible for random placement sampling locations. Compact miscellaneous areas in accordance with Section 3077.4.8., "Compaction." Miscellaneous areas are not subject to in-place air void determination, thermal profiles testing, segregation (density profiles), or longitudinal joint density evaluations.
- 4.9.3.2. **Placement Sampling.** The Engineer will select random numbers for all placement sublots at the beginning of the project. The Engineer will provide the Contractor with the placement random numbers immediately after the subplot is completed. Mark the roadway location at the completion of each subplot and record the station number. Determine one random sample location for each placement subplot in accordance with [Tex-225-F](#). Adjust the random sample location by no more than necessary to achieve a 2-ft. clearance if the location is within 2 ft. of a joint or pavement edge.

Shoulders, ramps, intersections, acceleration lanes, deceleration lanes, and turn lanes are always eligible for selection as a random sample location; however, if a random sample location falls on one of these areas and the area is designated on the plans as not subject to in-place air void determination, cores will not be taken for the subplot and a 1.000 pay factor will be assigned to that subplot.

Provide the equipment and means to obtain and trim roadway cores on-site. On-site is defined as in close proximity to where the cores are taken. Obtain the cores within one working day of the time the placement subplot is completed unless otherwise approved. Obtain two 6-in. diameter cores side-by-side from within 1 ft. of the random location provided for the placement subplot. For SP-C and SP-D mixtures, 4-in. diameter cores are allowed. Mark the cores for identification, measure and record the untrimmed core height, and provide the information to the Engineer. The Engineer will witness the coring operation and measurement of the core thickness. Visually inspect each core and verify that the current paving layer is bonded to the underlying layer. Take corrective action if an adequate bond does not exist between the current and underlying layer to ensure that an adequate bond will be achieved during subsequent placement operations.

Trim the cores immediately after obtaining the cores from the roadway in accordance with [Tex-251-F](#) if the core heights meet the minimum untrimmed value listed in Table 14. Trim the cores on-site in the presence of the Engineer. Use a permanent marker or paint pen to record the lot and subplot numbers on each core as well as the designation as Core A or B. The Engineer may require additional information to be marked on the core and may choose to sign or initial the core. The Engineer will take custody of the cores immediately after witnessing the trimming of the cores and will retain custody of the cores until the Department's testing is completed. Before turning the trimmed cores over to the Engineer, the Contractor may wrap the trimmed cores or secure them in a manner that will reduce the risk of possible damage occurring during transport by the Engineer. After testing, the Engineer will return the cores to the Contractor.

The Engineer may have the cores transported back to the Department's laboratory at the HMA plant via the Contractor's haul truck or other designated vehicle. In such cases where the cores will be out of the Engineer's possession during transport, the Engineer will use Department-provided security bags and the Roadway Core Custody protocol located at <http://www.txdot.gov/business/specifications.htm> to provide a secure means and process that protects the integrity of the cores during transport.

Decide whether to include the pair of cores in the air void determination for that subplot if the core height before trimming is less than the minimum untrimmed value shown in Table 14. Trim the cores as described above before delivering to the Engineer if electing to have the cores included in the air void determination. Deliver untrimmed cores to the Engineer and inform the Engineer of the decision to not have the cores included in air void determination if electing to not have the cores included in air void determination. The placement pay factor for the subplot will be 1.000 if cores will not be included in air void determination.

Instead of the Contractor trimming the cores on-site immediately after coring, the Engineer and the Contractor may mutually agree to have the trimming operations performed at an alternate location such as a field laboratory or other similar location. In such cases, the Engineer will take possession of the cores immediately after they are obtained from the roadway and will retain custody of the cores until testing is completed. Either the Department or Contractor representative may perform trimming of the cores. The Engineer will witness all trimming operations in cases where the Contractor representative performs the trimming operation.

Dry the core holes and tack the sides and bottom immediately after obtaining the cores. Fill the hole with the same type of mixture and properly compact the mixture. Repair core holes with other methods when approved.

4.9.3.3. **Placement Testing.** Perform placement tests in accordance with Table 17. After the Engineer returns the cores, the Contractor may test the cores to verify the Engineer's test results for in-place air voids. The allowable differences between the Contractor's and Engineer's test results are listed in Table 12.

4.9.3.3.1. **In-Place Air Voids.** The Engineer will measure in-place air voids in accordance with [Tex-207-F](#) and [Tex-227-F](#). Before drying to a constant weight, cores may be pre-dried using a CoreDry or similar vacuum device to remove excess moisture. The Engineer will average the values obtained for all sublots in the production lot to determine the theoretical maximum specific gravity. The Engineer will use the average air void content for in-place air voids.

The Engineer will use the vacuum method to seal the core if required by [Tex-207-F](#). The Engineer will use the test results from the unsealed core to determine the placement payment adjustment factor if the sealed core yields a higher specific gravity than the unsealed core. After determining the in-place air void content, the Engineer will return the cores and provide test results to the Contractor.

4.9.3.3.2. **Segregation (Density Profile).** Test for segregation using density profiles in accordance with [Tex-207-F](#), Part V when using a thermal camera instead of the thermal imaging system. Density profiles are not required and are not applicable when using a thermal imaging system. Density profiles are not applicable in areas described in Section 3077.4.9.3.1.4., "Miscellaneous Areas."

Perform a minimum of one density profile per subplot. Perform additional density profiles when any of the following conditions occur, unless otherwise approved:

- the paver stops due to lack of material being delivered to the paving operations and the temperature of the uncompacted mat before the initial break down rolling is less than the temperatures shown in Table 18;
- areas that are identified by either the Contractor or the Engineer with thermal segregation;
- any visibly segregated areas that exist.

Table 18
Minimum Uncompacted Mat Temperature Requiring a Segregation Profile

High-Temperature Binder Grade¹	Minimum Temperature of the Uncompacted Mat Allowed Before Initial Break Down Rolling^{2,3,4}
PG 64	<250°F
PG 70	<260°F
PG 76	<270°F

1. The high-temperature binder grade refers to the high-temperature grade of the virgin asphalt binder used to produce the mixture.
2. Segregation profiles are required in areas with moderate and severe thermal segregation as described in Section 3077.4.7.3.1.3.
3. Minimum uncompacted mat temperature requiring a segregation profile may be reduced 10°F if using a chemical WMA additive as a compaction aid.
4. When using WMA, the minimum uncompacted mat temperature requiring a segregation profile is 215°F.

Provide the Engineer with the density profile of every subplot in the lot within one working day of the completion of each lot. Report the results of each density profile in accordance with Section 3077.4.2., "Reporting and Responsibilities."

The density profile is considered failing if it exceeds the tolerances in Table 19. No production or placement payment adjustments greater than 1.000 will be paid for any subplot that contains a failing density profile. When a hand-held thermal camera is used instead of a thermal imaging system, the Engineer will measure the density profile at least once per project. The Engineer's density profile results will be used when available. The Engineer may require the Contractor to remove and replace the area in question if the area fails the density profile and has surface irregularities as defined in Section 3077.4.9.3.3.5., "Irregularities." The subplot in question may receive a production and placement payment adjustment greater than 1.000, if applicable, when the defective material is successfully removed and replaced.

Investigate density profile failures and take corrective actions during production and placement to eliminate the segregation. Suspend production if two consecutive density profiles fail unless otherwise approved. Resume production after the Engineer approves changes to production or placement methods.

Table 19
Segregation (Density Profile) Acceptance Criteria

Mixture Type	Maximum Allowable Density Range (Highest to Lowest)	Maximum Allowable Density Range (Average to Lowest)
SP-B	8.0 pcf	5.0 pcf
SP-C & SP-D	6.0 pcf	3.0 pcf

4.9.3.3.3. Longitudinal Joint Density.

4.9.3.3.3.1. **Informational Tests.** Perform joint density evaluations while establishing the rolling pattern and verify that the joint density is no more than 3.0 pcf below the density taken at or near the center of the mat. Adjust the rolling pattern, if needed, to achieve the desired joint density. Perform additional joint density evaluations at least once per subplot unless otherwise directed.

4.9.3.3.3.2. **Record Tests.** Perform a joint density evaluation for each subplot at each pavement edge that is or will become a longitudinal joint. Joint density evaluations are not applicable in areas described in Section 3077.4.9.3.1.4., "Miscellaneous Areas." Determine the joint density in accordance with [Tex-207-F](#), Part VII. Record the joint density information and submit results on Department forms to the Engineer. The evaluation is considered failing if the joint density is more than 3.0 pcf below the density taken at the core random sample location and the correlated joint density is less than 90.0%. The Engineer will make independent joint density verification at least once per project and may make independent joint density

verifications at the random sample locations. The Engineer's joint density test results will be used when available.

Provide the Engineer with the joint density of every subplot in the lot within one working day of the completion of each lot. Report the results of each joint density in accordance with Section 3077.4.2., "Reporting and Responsibilities."

Investigate joint density failures and take corrective actions during production and placement to improve the joint density. Suspend production if the evaluations on two consecutive sublots fail unless otherwise approved. Resume production after the Engineer approves changes to production or placement methods.

4.9.3.3.4. **Recovered Asphalt Dynamic Shear Rheometer (DSR).** The Engineer may take production samples or cores from suspect areas of the project to determine recovered asphalt properties. Asphalt binders with an aging ratio greater than 3.5 do not meet the requirements for recovered asphalt properties and may be deemed defective when tested and evaluated by the Materials and Tests Division. The aging ratio is the DSR value of the extracted binder divided by the DSR value of the original unaged binder. Obtain DSR values in accordance with AASHTO T 315 at the specified high temperature performance grade of the asphalt. The Engineer may require removal and replacement of the defective material at the Contractor's expense. The asphalt binder will be recovered for testing from production samples or cores in accordance with [Tex-211-F](#).

4.9.3.3.5. **Irregularities.** Identify and correct irregularities including segregation, rutting, raveling, flushing, fat spots, mat slippage, irregular color, irregular texture, roller marks, tears, gouges, streaks, uncoated aggregate particles, or broken aggregate particles. The Engineer may also identify irregularities, and in such cases, the Engineer will promptly notify the Contractor. If the Engineer determines that the irregularity will adversely affect pavement performance, the Engineer may require the Contractor to remove and replace (at the Contractor's expense) areas of the pavement that contain irregularities. The Engineer may also require the Contractor to remove and replace (at the Contractor's expense) areas where the mixture does not bond to the existing pavement.

If irregularities are detected, the Engineer may require the Contractor to immediately suspend operations or may allow the Contractor to continue operations for no more than one day while the Contractor is taking appropriate corrective action.

4.9.4. **Exempt Production.** The Engineer may deem the mixture as exempt production for the following conditions:

- anticipated daily production is less than 500 tons;
- total production for the project is less than 5,000 tons;
- when mutually agreed between the Engineer and the Contractor; or
- when shown on the plans.

For exempt production, the Contractor is relieved of all production and placement QC/QA sampling and testing requirements, except for coring operations when required by the Engineer. The production and placement pay factors are 1.000 if the specification requirements listed below are met, all other specification requirements are met, and the Engineer performs acceptance tests for production and placement listed in Table 17 when 100 tons or more per day are produced:

- produce, haul, place, and compact the mixture in compliance with the specification and as directed;
- control mixture production to yield a laboratory-molded density that is within $\pm 1.0\%$ of the target laboratory-molded density as tested by the Engineer;
- compact the mixture in accordance with Section 3077.4.8., "Compaction"; and
- when a thermal imaging system is not used, the Engineer may perform segregation (density profiles) and thermal profiles in accordance with the specification.

4.9.5. **Ride Quality.** Measure ride quality in accordance with Item 585, "Ride Quality for Pavement Surfaces," unless otherwise shown on the plans.

5. MEASUREMENT

- 5.1. **Superpave Mixtures.** 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 measure by the gallon applied.

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

6. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under Article 3077.5.1, "Measurement," will be paid for at the unit bid price for "Superpave Mixtures" of the mixture type, SAC, and binder specified. These prices are full compensation for surface preparation, materials, placement, equipment, labor, tools, and incidentals.

The work performed and materials furnished in accordance with this Item and measured as provided under Article 3077.5.2, "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. Payment adjustments will be applied as determined in this Item; however, a payment adjustment factor of 1.000 will be assigned for all placement sublots for "level ups" only when "level up" is listed as part of the item bid description code. A payment adjustment factor of 1.000 will be assigned to all production and placement sublots when "exempt" is listed as part of the item bid description code, and all testing requirements are met.

Payment for each subplot, including applicable payment adjustments greater than 1.000, will only be paid for sublots when the Contractor supplies the Engineer with the required documentation for production and placement QC/QA, thermal profiles, segregation density profiles, and longitudinal joint densities in accordance with Section 3077.4.2., "Reporting and Responsibilities." When a thermal imaging system is used, documentation is not required for thermal profiles or segregation density profiles on individual sublots; however, the thermal imaging system automated reports described in [Tex-244-F](#) are required.

Trial batches will not be paid for unless they are included in pavement work approved by the Department.

Payment adjustment for ride quality will be determined in accordance with Item 585, "Ride Quality for Pavement Surfaces."

- 6.1. **Production Payment Adjustment Factors.** The production payment adjustment factor is based on the laboratory-molded density using the Engineer's test results. The bulk specific gravities of the samples from each subplot will be divided by the Engineer's maximum theoretical specific gravity for the subplot. The individual sample densities for the subplot will be averaged to determine the production payment adjustment factor in accordance with Table 20 for each subplot using the deviation from the target laboratory-molded density defined in Table 10. The production payment adjustment factor for completed lots will be the average of the payment adjustment factors for the four sublots sampled within that lot.

Table 20
Production Payment Adjustment Factors for Laboratory-Molded Density¹

Absolute Deviation from Target Laboratory-Molded Density	Production Payment Adjustment Factor (Target Laboratory-Molded Density)
0.0	1.075
0.1	1.075
0.2	1.075
0.3	1.066
0.4	1.057
0.5	1.047
0.6	1.038
0.7	1.029
0.8	1.019
0.9	1.010
1.0	1.000
1.1	0.900
1.2	0.800
1.3	0.700
> 1.3	Remove and replace

1. If the Engineer's laboratory-molded density on any subplot is less than 95.0% or greater than 97.0%, take immediate corrective action to bring the mixture within these tolerances. The Engineer may suspend operations if the Contractor's corrective actions do not produce acceptable results. The Engineer will allow production to resume when the proposed corrective action is likely to yield acceptable results.

- 6.1.1. **Payment for Incomplete Production Lots.** Production payment adjustments for incomplete lots, described under Section 3077.4.9.2.1.1., "Incomplete Production Lots," will be calculated using the average production pay factors from all sublots sampled.

A production payment factor of 1.000 will be assigned to any lot when the random sampling plan did not result in collection of any samples within the first subplot.

- 6.1.2. **Production Sublots Subject to Removal and Replacement.** If after referee testing, the laboratory-molded density for any subplot results in a "remove and replace" condition as listed in Table 20, the Engineer may require removal and replacement or may allow the subplot to be left in place without payment. The Engineer may also accept the subplot in accordance with Section 3077.5.3.1., "Acceptance of Defective or Unauthorized Work." Replacement material meeting the requirements of this Item will be paid for in accordance with this Section.

- 6.2. **Placement Payment Adjustment Factors.** The placement payment adjustment factor is based on in-place air voids using the Engineer's test results. The bulk specific gravities of the cores from each subplot will be divided by the Engineer's average maximum theoretical specific gravity for the lot. The individual core densities for the subplot will be averaged to determine the placement payment adjustment factor in accordance with Table 21 for each subplot that requires in-place air void measurement. A placement payment adjustment factor of 1.000 will be assigned to the entire subplot when the random sample location falls in an area designated on the plans as not subject to in-place air void determination. A placement payment adjustment factor of 1.000 will be assigned to quantities placed in areas described in Section 3077.4.9.3.1.4., "Miscellaneous Areas." The placement payment adjustment factor for completed lots will be the average of the placement payment adjustment factors for up to four sublots within that lot.

Table 21
Placement Payment Adjustment Factors for In-Place Air Voids

In-Place Air Voids	Placement Payment Adjustment Factor	In-Place Air Voids	Placement Payment Adjustment Factor
< 2.7	Remove and Replace	5.9	1.048
2.7	0.710	6.0	1.045
2.8	0.740	6.1	1.042
2.9	0.770	6.2	1.039
3.0	0.800	6.3	1.036
3.1	0.830	6.4	1.033
3.2	0.860	6.5	1.030
3.3	0.890	6.6	1.027
3.4	0.920	6.7	1.024
3.5	0.950	6.8	1.021
3.6	0.980	6.9	1.018
3.7	1.000	7.0	1.015
3.8	1.015	7.1	1.012
3.9	1.030	7.2	1.009
4.0	1.045	7.3	1.006
4.1	1.060	7.4	1.003
4.2	1.075	7.5	1.000
4.3	1.075	7.6	0.980
4.4	1.075	7.7	0.960
4.5	1.075	7.8	0.940
4.6	1.075	7.9	0.920
4.7	1.075	8.0	0.900
4.8	1.075	8.1	0.880
4.9	1.075	8.2	0.860
5.0	1.075	8.3	0.840
5.1	1.072	8.4	0.820
5.2	1.069	8.5	0.800
5.3	1.066	8.6	0.780
5.4	1.063	8.7	0.760
5.5	1.060	8.8	0.740
5.6	1.057	8.9	0.720
5.7	1.054	9.0	0.700
5.8	1.051	> 9.0	Remove and Replace

- 6.2.1. **Payment for Incomplete Placement Lots.** Payment adjustments for incomplete placement lots described under Section 3077.4.9.3.1.2., "Incomplete Placement Lots," will be calculated using the average of the placement pay factors from all sublots sampled and sublots where the random location falls in an area designated on the plans as not eligible for in-place air void determination.

If the random sampling plan results in production samples, but not in placement samples, the random core location and placement adjustment factor for the subplot will be determined by applying the placement random number to the length of the subplot placed.

If the random sampling plan results in placement samples, but not in production samples, no placement adjustment factor will apply for that subplot placed.

A placement payment adjustment factor of 1.000 will be assigned to any lot when the random sampling plan did not result in collection of any production samples.

- 6.2.2. **Placement Sublots Subject to Removal and Replacement.** If after referee testing, the placement payment adjustment factor for any subplot results in a "remove and replace" condition as listed in Table 21, the Engineer will choose the location of two cores to be taken within 3 ft. of the original failing core location. The Contractor will obtain the cores in the presence of the Engineer. The Engineer will take immediate possession of the untrimmed cores and submit the untrimmed cores to the Materials and Tests Division,

where they will be trimmed, if necessary, and tested for bulk specific gravity within 10 working days of receipt.

The bulk specific gravity of the cores from each subplot will be divided by the Engineer's average maximum theoretical specific gravity for the lot. The individual core densities for the subplot will be averaged to determine the new payment adjustment factor of the subplot in question. If the new payment adjustment factor is 0.700 or greater, the new payment adjustment factor will apply to that subplot. If the new payment adjustment factor is less than 0.700, no payment will be made for the subplot. Remove and replace the failing subplot, or the Engineer may allow the subplot to be left in place without payment. The Engineer may also accept the subplot in accordance with Section 3077.5.3.1., "Acceptance of Defective or Unauthorized Work." Replacement material meeting the requirements of this Item will be paid for in accordance with this Section.

- 6.3. **Total Adjusted Pay Calculation.** Total adjusted pay (TAP) will be based on the applicable payment adjustment factors for production and placement for each lot.

$$TAP = (A+B)/2$$

where:

A = Bid price × production lot quantity × average payment adjustment factor for the production lot

B = Bid price × placement lot quantity × average payment adjustment factor for the placement lot + (bid price × quantity placed in miscellaneous areas × 1.000)

Production lot quantity = Quantity actually placed - quantity left in place without payment

Placement lot quantity = Quantity actually placed - quantity left in place without payment - quantity placed in miscellaneous areas

Special Specification 3084

Bonding Course

1. DESCRIPTION

Construct a bonding course where improved bonding is needed using a Tracking-Resistant Asphalt Interlayer (TRAIL) or a Spray Applied Underseal Membrane, applied before the placement of a new hot-mix asphalt concrete pavement.

2. MATERIALS

2.1. Furnish the materials for one of the following two options:

2.1.1. **TRAIL.** Furnish asphalt material described as “tack” for typical use in the TRAIL Material Producer List. Do not dilute emulsified asphalts at the terminal, in the field, or at any other location before use.

2.1.2. **Spray Applied Underseal Membrane.** Furnish asphalt material meeting the requirements of Special Specification 3002, “Spray Applied Underseal Membrane.” Do not dilute emulsified asphalts at the terminal, in the field, or at any other location before use.

2.2. Furnish the material for applying tack coat to all miscellaneous contact surfaces when approved by the Engineer:

2.2.1. **Miscellaneous Tack.** Furnish TRAIL asphalt, CSS-1H, SS-1H, or a PG binder with a minimum high-temperature of PG 58 for tack coat binder in accordance with Item 300, “Asphalts, Oils, and Emulsions.” Do not dilute emulsified asphalts at the terminal, in the field, or at any other location before use.

2.3. **Sampling.** The Engineer will witness the collection of at least one sample of each asphalt binder per project in accordance with Tex-500-C, Part III, and test it to verify compliance with Item 300, “Asphalts, Oils, and Emulsions” or Special Specification 3002, “Spray Applied Underseal Membrane.”

3. EQUIPMENT

3.1. **TRAIL.** Provide the equipment recommended by the producer.

3.2. **Spray Applied Underseal Membrane.** Provide in accordance with Special Specification 3002, “Spray Applied Underseal Membrane.”

4. CONSTRUCTION

4.1. **Preparation.** Remove existing raised pavement markers. Repair any damage incurred by removal as directed. Remove dirt, dust, or other harmful material before sealing. When shown on the plans, remove vegetation and blade pavement edges. When approved by the Engineer, apply a thin, uniform coating of Miscellaneous Tack to all miscellaneous contact surfaces such as curbs, structures, and manholes. Prevent splattering of the tack coat when placed adjacent to curb, gutter, and structures.

4.2. **Test Strips.** When required by the Engineer, perform a test strip of TRAIL at a location on or near the project as directed. Allow the strip to cure for a maximum of 30 min. Drive over the test strip with equipment used during laid-down construction to simulate the effect of paving equipment. There should be no evidence of tracking or picking up of the TRAIL material on the wheels of the equipment.

- 4.3. **TRAIL.** Perform the following construction methods when applying a TRAIL for a bonding course:
- 4.3.1. **Placement.** Uniformly apply the TRAIL material to all areas where mix will be placed, including joints, at the rate shown on the plans or as directed, within 15°F of the approved temperature, and not above the maximum allowable temperature. Unless otherwise directed, uniformly apply the TRAIL material at a minimum rate specified on the plans. The Engineer may adjust the application rate, taking into consideration the existing pavement surface conditions.
- 4.4. **Spray Applied Underseal Membrane.** Place in accordance with Special Specification 3002, "Spray Applied Underseal Membrane."
- 4.4.1. **Placement.** Do not allow any loose mixture onto the prepared surface before application of the membrane. Unless otherwise directed, uniformly apply the membrane to all areas where mix will be placed, including joints, at the rate shown on the plans. Unless otherwise directed, uniformly apply the membrane at the minimum rate specified on the plans. The Engineer may adjust the application rate, taking into consideration the existing pavement surface conditions.
- 4.5. **Informational Shear Test.** Obtain one set of full depth core specimens per project in accordance with Tex-249-F within one working day of the time the lot placement is completed. The Engineer will select the core locations. Provide the cores to the Engineer in a container labeled with the Control-Section-Job (CSJ) and lot number. The district will determine the shear bond strength between the two bonded pavement layers in accordance with Tex-249-F. Results from these tests will not be used for specification compliance.
- 4.6. **Quality Control.** Stop application if it is not uniform due to streaking, ridging, pooling, or flowing off the roadway surface. Verify equipment condition, operating procedures, application temperature, and material properties. Determine and correct the cause of non-uniform application.

The Engineer may perform independent tests to confirm contractor compliance and may require testing differences or failing results to be resolved before resuming production.

The Engineer may stop the application and require construction of test strips at the Contractor's expense if any of the following occurs:

- Non-uniformity of application continues after corrective action;
- Evidence of tracking or picking up of the TRAIL;
- In 3 consecutive shots, application rate differs by more than 0.02 gal. per square yard from the rate directed; or
- Any shot differs by more than 0.04 gal. per square yard from the rate directed.

The Engineer will approve the test strip location. The Engineer may require additional test strips until surface treatment application meets specification requirements.

5. MEASUREMENT

- 5.1. **Volume.** The asphalt material, including all components, will be measured at the applied temperature by strapping the tank before and after road application and determining the net volume from the calibrated distributor. The Engineer will witness all strapping operations for volume determination. All asphalt material, including emulsions, will be measured by the gallon applied.

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

6. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit bid price for "Bonding Course." These prices are full compensation

for all materials, Miscellaneous Tack used for miscellaneous contact surfaces, equipment, labor, tools, and incidentals necessary to complete the work.

Special Specification 3096

Asphalts, Oils, and Emulsions



1. DESCRIPTION

Provide asphalt cements, cutback and emulsified asphalts, performance-graded asphalt binders, and other miscellaneous asphalt materials as specified on the plans.

2. MATERIALS

Provide asphalt materials that meet the stated requirements when tested in conformance with the referenced Department, AASHTO, and ASTM test methods. Use asphalt containing recycled materials only if the recycled components meet the requirements of Article 6.9., "Recycled Materials." Provide asphalt materials that the Department has preapproved for use in accordance with [Tex-545-C](#), "Asphalt Binder Quality Program."

Inform the Department of all additives or modifiers included in the asphalt binder as part of the facility quality plan, as required by [Tex-545-C](#), "Asphalt Binder Quality Program," and provide that information to Department personnel. The Department reserves the right to prohibit the use of any asphalt additive or modifier.

Limit the use of polyphosphoric acid to no more than 0.5% by weight of the asphalt binder.

The use of re-refined engine oil bottoms is prohibited.

Acronyms used in this Item are defined in Table 1.

Table 1
Acronyms

Acronym	Definition
Test Procedure Designations	
Tex T or R D	Department AASHTO ASTM
Polymer Modifier Designations	
P SBR or L SBS TR	polymer-modified styrene-butadiene rubber (latex) styrene-butadiene-styrene block co-polymer tire rubber (from ambient temperature grinding of truck and passenger tires)
AC	asphalt cement
AE	asphalt emulsion
AE-P	asphalt emulsion prime
A-R	asphalt-rubber
C	cationic
EAP&T	emulsified asphalt prime and tack
EBL	emulsified bonding layer
FDR	full depth reclamation
H-suffix	harder residue (lower penetration)
HF	high float
HY	high yield
MC	medium-curing
MS	medium-setting
PCE	prime, cure, and erosion control
PG	performance grade
RC	rapid-curing
RS	rapid-setting
S-suffix	stockpile usage
SCM	special cutback material
SS	slow-setting
SY	standard yield
TRAIL	tracking resistant asphalt interlayer

2.1.

Asphalt Cement. Provide asphalt cement that is homogeneous, water-free, and nonfoaming when heated to 347°F, and meets the requirements in Table 2.

Table 2
Asphalt Cement

Property	Test Procedure	Viscosity Grade									
		AC-0.6		AC-1.5		AC-3		AC-5		AC-10	
		Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
Viscosity 140°F, poise 275°F, poise	T 202	40	80	100	200	250	350	400	600	800	1,200
		0.4	–	0.7	–	1.1	–	1.4	–	1.9	–
Penetration, 77°F, 100g, 5 sec.	T 49	350	–	250	–	210	–	135	–	85	–
Flash point, C.O.C., °F	T 48	425	–	425	–	425	–	425	–	450	–
Solubility in trichloroethylene, %	T 44	99.0	–	99.0	–	99.0	–	99.0	–	99.0	–
Spot test	Tex-509-C	Neg.		Neg.		Neg.		Neg.		Neg.	
Tests on residue from RTFOT:											
Viscosity, 140°F, poise	T 240 T 202	–	180	–	450	–	900	–	1,500	–	3,000
Ductility, ¹ 77°F 5 cm/min., cm	T 51	100	–	100	–	100	–	100	–	100	–

1. If AC-0.6 or AC-1.5 ductility at 77°F is less than 100 cm, material is acceptable if ductility at 60°F is more than 100 cm.

- 2.2. **Polymer-Modified Asphalt Cement.** Provide polymer-modified asphalt cement that is smooth, homogeneous, and meets the requirements Table 3. Supply samples of the base asphalt cement and polymer additives if requested.

Table 3
Polymer-Modified Asphalt Cement

Property	Test Procedure	Polymer-Modified Viscosity Grade											
		AC-12-5TR		NT-HA ¹		AC-15P		AC-20XP		AC-10-2TR		AC-20-5TR	
		Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
Polymer		TR		-		SBS		SBS		TR		TR	
Polymer content, % (solids basis)	Tex-533-C or Tex-553-C	5.0	-	-	-	3.0	-	-	-	2.0	-	5.0	-
Dynamic shear, G*/sinδ, 82°C, 10 rad/s, kPa	T 315			1.0	-								
Dynamic shear, G*/sinδ, 64°C, 10 rad/s, kPa	T 315	-	-	-	-	-	-	1.0	-	-	-	1.0	-
Dynamic shear, G*/sinδ, 58°C, 10 rad/s, kPa	T 315	1.0	-	-	-	-	-	-	-	1.0	-	-	-
Viscosity 140°F, poise	T 202	1,200	-			1,500	-	2,000	-	1,000	-	2,000	-
275°F, poise	T 202			-	4,000	-	8.0	-	-	-	8.0	-	10.0
Penetration, 77°F, 100 g, 5 sec.	T 49	110	150	-	25	100	150	75	115	95	130	75	115
Ductility, 5cm/min., 39.2°F, cm	T 51					-	-	-	-	-	-	-	-
Elastic recovery, 50°F, %	Tex-539-C	55	-			55	-	55	-	30	-	55	-
Softening point, °F	T 53	113	-	170	-	-	-	120	-	110	-	120	-
Polymer separation, 5 hr.	Tex-540-C	None				None		None		None		None	
Flash point, C.O.C., °F	T 48	425	-	425	-	425	-	425	-	425	-	425	-
Tests on residue from RTFOT aging and pressure aging:	T 240 and R 28												
Creep stiffness S, -18°C, MPa	T 313	-	300	-	-	-	300	-	300	-	300	-	300
m-value, -18°C		0.300	-	-	-	0.300	-	0.300	-	0.300	-	0.300	-

1. Non-Tracking Hot Applied Tack Coat - TRAIL product

- 2.3. **Cutback Asphalt.** Provide cutback asphalt that meets the requirements of Tables 4, 5, and 6, for the specified type and grade. Supply samples of the base asphalt cement and polymer additives if requested.

Table 4
Rapid-Curing Cutback Asphalt

Property	Test Procedure	Type-Grade					
		RC-250		RC-800		RC-3000	
		Min	Max	Min	Max	Min	Max
Kinematic viscosity, 140°F, cSt	T 201	250	400	800	1,600	3,000	6,000
Water, %	D95	–	0.2	–	0.2	–	0.2
Flash point, T.O.C., °F	T 79	80	–	80	–	80	–
Distillation test:	T 78						
Distillate, percentage by volume of total distillate to 680°F							
to 437°F		40	75	35	70	20	55
to 500°F		65	90	55	85	45	75
to 600°F		85	–	80	–	70	–
Residue from distillation, volume %		70	–	75	–	82	–
Tests on distillation residue:							
Viscosity, 140°F, poise	T 202	600	2,400	600	2,400	600	2,400
Ductility, 5 cm/min., 77°F, cm	T 51	100	–	100	–	100	–
Solubility in trichloroethylene, %	T 44	99.0	–	99.0	–	99.0	–
Spot test	Tex-509-C	Neg.		Neg.		Neg.	

Table 5
Medium-Curing Cutback Asphalt

Property	Test Procedure	Type-Grade							
		MC-30		MC-250		MC-800		MC-3000	
		Min	Max	Min	Max	Min	Max	Min	Max
Kinematic viscosity, 140°F, cSt	T 201	30	60	250	500	800	1,600	3,000	6,000
Water, %	D95	–	0.2	–	0.2	–	0.2	–	0.2
Flash point, T.O.C., °F	T 79	95	–	122	–	140	–	149	–
Distillation test:	T 78								
Distillate, percentage by volume of total distillate to 680°F									
to 437°F		–	35	–	20	–	–	–	–
to 500°F		30	75	5	55	–	40	–	15
to 600°F		75	95	60	90	45	85	15	75
Residue from distillation, volume %		50	–	67	–	75	–	80	–
Tests on distillation residue:									
Viscosity, 140°F, poise	T 202	300	1,200	300	1,200	300	1,200	300	1,200
Ductility, 5 cm/min., 77°F, cm	T 51	100	–	100	–	100	–	100	–
Solubility in trichloroethylene, %	T 44	99.0	–	99.0	–	99.0	–	99.0	–
Spot test	Tex-509-C	Neg.		Neg.		Neg.		Neg.	

Table 6
Special-Use Cutback Asphalt

Property	Test Procedure	Type-Grade					
		MC-2400L		SCM I		SCM II	
		Min	Max	Min	Max	Min	Max
Kinematic viscosity, 140°F, cSt	T 201	2,400	4,800	500	1,000	1,000	2,000
Water, %	D95	–	0.2	–	0.2	–	0.2
Flash point, T.O.C., °F	T 79	150	–	175	–	175	–
Distillation test:	T 78						
Distillate, percentage by volume of total distillate to 680°F							
to 437°F		–	–	–	–	–	–
to 500°F		–	35	–	0.5	–	0.5
to 600°F		35	80	20	60	15	50
Residue from distillation, volume %		78	–	76	–	82	–
Tests on distillation residue:							
Polymer		SBR		–		–	
Polymer content, % (solids basis)	Tex-533-C	2.0	–	–	–	–	–
Penetration, 100 g, 5 sec., 77°F	T 49	150	300	180	–	180	–
Ductility, 5 cm/min., 39.2°F, cm	T 51	50	–	–	–	–	–
Solubility in trichloroethylene, %	T 44	99.0	–	99.0	–	99.0	–

- 2.4. **Emulsified Asphalt.** Provide emulsified asphalt that is homogeneous, does not separate after thorough mixing, and meets the requirements for the specified type and grade in Tables 7, 8, 9, 10, and 10A-C.

Table 7
Emulsified Asphalt

Property	Test Procedure	Type-Grade									
		Rapid-Setting		Medium-Setting				Slow-Setting			
		HFRS-2		MS-2		AES-300		SS-1		SS-1H	
		Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
Viscosity, Saybolt Furol 77°F, sec. 122°F, sec.	T 72	-	-	-	-	75	400	20	100	20	100
		150	400	100	300	-	-	-	-	-	-
Sieve test, %	T 59	-	0.1	-	0.1	-	0.1	-	0.1	-	0.1
Miscibility	T 59	-		-		-		Pass		Pass	
Cement mixing, %	T 59	-	-	-	-	-	-	-	2.0	-	2.0
Coating ability and water resistance: Dry aggregate/after spray Wet aggregate/after spray	T 59	-		-		Good/Fair Fair/Fair		-		-	
		-		-		-		-		-	
Demulsibility, 35 mL of 0.02 N CaCl ₂ , %	T 59	50	-	-	30	-	-	-	-	-	-
Storage stability, 1 day, %	T 59	-	1	-	1	-	1	-	1	-	1
Freezing test, 3 cycles ¹	T 59	-		Pass		-		Pass		Pass	
Distillation test: Residue by distillation, % by wt. Oil distillate, % by volume of emulsion	T 59	65	-	65	-	65	-	60	-	60	-
		-	0.5	-	0.5	-	5	-	0.5	-	0.5
Tests on residue from distillation: Penetration, 77°F, 100 g, 5 sec. Solubility in trichloroethylene, % Ductility, 77°F, 5 cm/min., cm Floot test, 140°F, sec.	T 49	100	140	120	160	300	-	120	160	70	100
	T 44	97.5	-	97.5	-	97.5	-	97.5	-	97.5	-
	T 51	100	-	100	-	-	-	100	-	80	-
	T 50	1,200	-	-	-	1,200	-	-	-	-	-

1. Applies only when the Engineer designates material for winter use.

Table 8
Cationic Emulsified Asphalt

Property	Test Procedure	Type-Grade											
		Rapid-Setting		Medium-Setting				Slow-Setting					
		CRS-2		CRS-2H		CMS-2		CMS-2S		CSS-1		CSS-1H	
		Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
Viscosity, Saybolt Furol 77°F, sec. 122°F, sec.	T 72	-	-	-	-	-	-	-	-	20	100	20	100
		150	400	150	400	100	300	100	300	-	-	-	-
Sieve test, %	T 59	-	0.1	-	0.1	-	0.1	-	0.1	-	0.1	-	0.1
Cement mixing, %	T 59	-	-	-	-	-	-	-	-	-	2.0	-	2.0
Coating ability and water resistance: Dry aggregate/after spray Wet aggregate/after spray	T 59	-		-		Good/Fair Fair/Fair		Good/Fair Fair/Fair		-		-	
		-		-		-		-		-		-	
Demulsibility, 35 mL of 0.8% Sodium dioctyl sulfosuccinate, %	T 59	70	-	70	-	-	-	-	-	-	-	-	-
Storage stability, 1 day, %	T 59	-	1	-	1	-	1	-	1	-	1	-	1
Particle charge	T 59	Positive		Positive		Positive		Positive		Positive		Positive	
Distillation test: Residue by distillation, % by wt. Oil distillate, % by volume of emulsion	T 59	65	-	65	-	65	-	65	-	60	-	60	-
		-	0.5	-	0.5	-	7	-	5	-	0.5	-	0.5
Tests on residue from distillation: Penetration, 77°F, 100 g, 5 sec. Solubility in trichloroethylene, % Ductility, 77°F, 5 cm/min., cm	T 49	120	160	70	110	120	200	300	-	120	160	70	110
	T 44	97.5	-	97.5	-	97.5	-	97.5	-	97.5	-	97.5	-
	T 51	100	-	80	-	100	-	-	-	100	-	80	-

Table 9
Polymer-Modified Emulsified Asphalt

Property	Test Procedure	Type-Grade									
		Rapid-Setting		Medium-Setting				Slow-Setting			
		HFRS-2P		AES-150P		AES-300P		AES-300S		SS-1P	
		Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
Viscosity, Saybolt Furol 77°F, sec. 122°F, sec.	T 72	-	-	75	400	75	400	75	400	30	100
Sieve test, %	T 59	-	0.1	-	0.1	-	0.1	-	0.1	-	0.1
Miscibility	T 59	-		-		-		-		Pass	
Coating ability and water resistance: Dry aggregate/after spray Wet aggregate/after spray	T 59	-		Good/Fair Fair/Fair		Good/Fair Fair/Fair		Good/Fair Fair/Fair		-	
Demulsibility, 35 mL of 0.02 N CaCl ₂ , %	T 59	50	-	-	-	-	-	-	-	-	-
Storage stability, 1 day, %	T 59	-	1	-	1	-	1	-	1	-	1
Breaking index, g	Tex-542-C	-	-								
Distillation test: ¹ Residue by distillation, % by wt. Oil distillate, % by volume of emulsion	T 59	65	-	65	-	65	-	65	-	60	-
		-	0.5	-	3	-	5	-	7	-	0.5
Tests on residue from distillation: Polymer content, wt. % (solids basis)	Tex-533-C	3.0	-	-	-	-	-	-	-	3.0	-
Penetration, 77°F, 100 g, 5 sec.	T 49	90	140	150	300	300	-	300	-	100	140
Solubility in trichloroethylene, %	T 44	97.0	-	97.0	-	97.0	-	97.0	-	97.0	-
Viscosity, 140°F, poise	T 202	1,500	-	-	-	-	-	-	-	1,300	-
Float test, 140°F, sec	T 50	1,200	-	1,200	-	1,200	-	1,200	-	-	-
Ductility, ² 39.2°F, 5 cm/min., cm	T 51	50	-	-	-	-	-	-	-	50	-
Elastic recovery, 2 50°F, %	Tex-539-C	55	-	-	-	-	-	-	-	-	-
Tests on RTFO curing of distillation residue Elastic recovery, 50°F, %	T 240 Tex-536-C	-	-	50	-	50	-	30	-	-	-

1. Exception to T 59: Bring the temperature on the lower thermometer slowly to 350°F ±10°F. Maintain at this temperature for 20 min. Complete total distillation in 60 min. (±5 min.) from the first application of heat.

2. HFRS-2P must meet one of either the ductility or elastic recovery requirements.

Table 10
Polymer-Modified Cationic Emulsified Asphalt

Property	Test Procedure	Type-Grade											
		Rapid-Setting						Medium-Setting				Slow-Setting	
		CRS-2P		CHFRS-2P		CRS-2TR		CMS-1P ³		CMS-2P ³		CSS 1P	
		Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
Viscosity, Saybolt Furol 77°F, sec. 122°F, sec.	T 72	-	-	-	-	-	-	10	100	-	-	20	100
		150	400	100	400	150	500	-	-	50	400	-	-
Sieve test, %	T 59	-	0.1	-	0.1	-	0.1	-	0.1	-	0.1	-	0.1
Demulsibility, 35 ml of 0.8% sodium dioctyl sulfosuccinate, %	T 59	70	-	60	-	40	-	-	-	-	-	-	-
Storage stability, 1 day, %	T 59	-	1	-	1	-	1	-	1	-	1	-	1
Breaking index, g	Tex-542-C	-	-	-	-	-	-	-	-	-	-	-	-
Particle charge	T 59	Positive		Positive		Positive		Positive		Positive		Positive	
Distillation test ¹ :	T 59												
Residue by distillation, % by weight		65	-	65	-	65	-	30	-	60	-	62	-
Oil distillate, % by volume of emulsion		-	0.5	-	0.5	-	3	-	0.5	-	0.5	-	0.5
Tests on residue from distillation:													
Polymer content, wt. % (solids basis)	Tex-533-C	3.0	-	3.0	-	5.0 ⁷	-	-	-	-	-	3.0	-
Penetration, 77°F, 100 g, 5 sec.	T 49	90	150	80	130	90	150	30	-	30	-	55	90
Viscosity, 140°F, poise	T 202	1,300	-	1,300	-	1,000	-	-	-	-	-	-	-
Solubility in trichloroethylene, %	T 44	97.0	-	95.0	-	98	-	-	-	-	-	97.0	-
Softening point, °F	T 53	-	-	-	-	-	-	-	-	-	-	135	-
Ductility, 77°F, 5 cm/min., cm	T 51	-	-	-	-	40	-	-	-	-	-	70	-
Float test, 140°F, sec.	T 50	-	-	1,800	-	-	-	-	-	-	-	-	-
Ductility, ² 39.2°F, 5 cm/min., cm	T 51	50	-	-	-	-	-	-	-	-	-	-	-
Elastic recovery, ² 50°F, %	Tex-539-C	55	-	55	-	-	-	-	-	-	-	-	-
Tests on residue from evaporative recovery:	R 78, Procedure B												
Nonrecoverable creep compliance of residue, 3.2 kPa, 52°C, kPa ⁻¹	T 350	-	-	-	-	-	-	-	2.0	-	4.0	-	-
Tests on rejuvenating agent:													
Viscosity, 140°F, cSt	T 201	-	-	-	-	-	-	50	175	50	175	-	-
Flash point, C.O.C., °F	T 48	-	-	-	-	-	-	380	-	380	-	-	-
Saturates, % by weight	D 2007	-	-	-	-	-	-	-	30	-	30	-	-
Solubility in n-pentane, % by weight	D 2007	-	-	-	-	-	-	99	-	99	-	-	-
Tests on rejuvenating agent after RTFO	T 240												
Weight Change, %		-	-	-	-	-	-	-	6.5	-	6.5	-	-
Viscosity Ratio		-	-	-	-	-	-	-	3.0	-	3.0	-	-
Tests on latex ⁴ :													
Tensile strength, die C dumbbell, psi	D 412 ⁵	-	-	-	-	-	-	800	-	800	-	-	-
Change in mass after immersion in rejuvenating agent, %	D 471	-	-	-	-	-	-	-	40 ⁶	-	40 ⁶	-	-

- Exception to T 59: Bring the temperature on the lower thermometer slowly to 350°F (±0°F). Maintain at this temperature for 20 min. Complete total distillation in 60 min. (±5 min.) from the first application of heat.
- CRS-2P must meet one of either the ductility or elastic recovery requirements.
- With all precertification samples of CMS-1P or CMS-2P, submit certified test reports showing that the rejuvenating agent and latex meet the stated requirements. Submit samples of these raw materials if requested by the Engineer.
- Preparation of latex specimens: use any substrate and recovery method which produces specimens of uniform dimensions and which delivers enough material to achieve desired residual thickness.
- Cut samples for tensile strength determination using a crosshead speed of 20 in. per minute.
- Specimen must remain intact after exposure and removal of excess rejuvenating agent.
- Modifier type is tire rubber.

Table 10A
Non-Tracking Tack Coat Emulsion¹

Property	Test Procedure	NT-HRE		NT-RRE		NT-SRE	
		Min	Max	Min	Max	Min	Max
Viscosity, Saybolt Furol 77° F, sec.	T 72	15	–	15	–	10	100
Storage stability, 1 Day, %	T 59	–	1	–	1	–	1
Settlement, 5-day, %	T 59	–	5	–	5	–	5
Sieve test, %	T 59	–	0.30	–	0.30	–	0.1
Distillation test: ² Residue by distillation, % by wt. Oil distillate, by volume of emulsion	T 59	50	–	58	–	50	–
		–	1.0	–	1.0	–	1.0
Test on residue from distillation: Penetration, 77°F, 100 g, 5 sec.	T 49	–	20	15	45	40	90
Solubility in trichloroethylene, %	T 44	97.5	–	97.5	–	97.5	–
Softening point, °F	T 53	150	–	–	–	–	–
Dynamic shear, G*/sin(δ), 82°C, 10 rad/s, kPa	T 315	1.0	–	–	–	–	–

1. Due to the hardness of the residue, these emulsions should be heated to 120-140°F before thoroughly mixing as the emulsion is being prepared for testing.
2. Exception to T 59: Bring the temperature on the lower thermometer slowly to 350°F ± 10°F. Maintain at this temperature for 20 min. Complete total distillation in 60 ± 5 min. from first application of heat.

Table 10B
Spray Applied Underseal Membrane Polymer-Modified Emulsions (EBL)

Property	Test Procedure	Min	Max
Viscosity @ 77°F, SSF	T 72	20	100
Storage Stability ¹ , %	T 59	–	1
Demulsibility ² Anionic emulsions – 35 mL of 0.02 N CaCl ₂ , % Cationic emulsions – 35 mL of 0.8% sodium dioctyl sulfosuccinate, %	T 59	55	–
Sieve Test ³ , %	T 59	–	0.05
Distillation Test ⁴ Residue by distillation, % by wt. Oil portion of distillate, % by vol.	T 59	63	0.5
Test on Residue from Distillation			
Elastic Recovery @ 50°F, 50 mm/min., %	Tex-539-C	60	–
Penetration @ 77°F, 100 g, 5 sec., 0.1 mm	T 49	80	130

1. After standing undisturbed for 24 hr., the surface must be smooth, must not exhibit a white or milky colored substance, and must be a homogeneous color throughout.
2. Material must meet demulsibility test for emulsions.
3. May be required by the Engineer only when the emulsion cannot be easily applied in the field.
4. The temperature on the lower thermometer should be brought slowly to 350°F ± 10°F and maintained at this temperature for 20 min. The total distillation should be completed in 60 ± 5 min. from the first application of heat.

Table 10C
Full-Depth Reclamation Emulsion (FDR EM)

Property	Test Procedure	Standard Yield (SY)		High Yield (HY)	
		Min	Max	Min	Max
Sieve test, %	T 59	–	0.1	–	0.1
Viscosity Saybolt Furol @ 77°F, sec.	T 59	20	100	20	100
Distillation test ¹ : Residue by distillation, % by wt. Oil portion of distillate, % by vol.	T 59	60	–	63	–
		–	0.5	–	0.5
Test on residue from distillation: Penetration @ 77°F, dmm	T 49	55	95	120	–
Test on rejuvenating agent:					
BWOA, % ²	***	–	–	2	–
Viscosity @ 140°F, cSt	T 201	–	–	50	175
Flash Point, COC, °F	T 48	–	–	380	–
Solubility in n-pentane, % by wt.	D2007	–	–	99	–

1. The temperature on the lower thermometer should be brought slowly to 350°F ± 10°F and maintained at this temperature for 20 min. The total distillation should be completed in 60 ± 5 min. from the first application of heat.
2. BWOA = By weight of asphalt. Provide a manufacturer's certificate of analysis (COA) with the percent of rejuvenator added.

2.5.

Specialty Emulsions. Provide specialty emulsion that is either asphalt-based or resin-based and meets the requirements of Table 11 or Table 11A.

Table 11
Specialty Emulsions

Property	Test Procedure	Type-Grade					
		Medium-Setting				Slow-Setting	
		AE-P		EAP&T		PCE ¹	
		Min	Max	Min	Max	Min	Max
Viscosity, Saybolt Furol 77°F, sec. 122°F, sec.	T 72	–	–	–	–	10	100
Sieve test, %	T 59	–	0.1	–	0.1	–	0.1
Miscibility ²	T 59	–	–	Pass	–	Pass	–
Demulsibility, 35 mL of 0.10 N CaCl ₂ , %	T 59	–	70	–	–	–	–
Storage stability, 1 day, %	T 59	–	1	–	1	–	–
Particle size, ⁵ % by volume < 2.5 μm	Tex-238-F³	–	–	90	–	90	–
Asphalt emulsion distillation to 500°F followed by Cutback asphalt distillation of residue to 680°F: Residue after both distillations, % by wt. Total oil distillate from both distillations, % by volume of emulsion	T 59 & T 78	40	–	–	–	–	–
		25	40	–	–	–	–
Residue by distillation, % by wt.	T 59	–	–	60	–	–	–
Residue by evaporation, ⁴ % by wt.	T 59	–	–	–	–	60	–
Tests on residue after all distillations:							
Viscosity, 140°F, poise	T 202	–	–	800	–	–	–
Kinematic viscosity, ⁵ 140°F, cSt	T 201	–	–	–	–	100	350
Flash point C.O.C., °F	T 48	–	–	–	–	400	–
Solubility in trichloroethylene, %	T 44	97.5	–	–	–	–	–
Float test, 122°F, sec.	T 50	50	200	–	–	–	–

1. Supply with each shipment of PCE:

- a copy of a lab report from an approved analytical lab, signed by a lab official, indicating the PCE formulation does not meet any characteristics of a Resource Conservation Recovery Act (RCRA) hazardous waste;
 - a certification from the producer that the formulation supplied does not differ from the one tested and that no listed RCRA hazardous wastes or Polychlorinated Biphenyls (PCBs) have been mixed with the product; and
 - a Safety Data Sheet.
2. Exception to T 59: In dilution, use 350 mL of distilled or deionized water and a 1,000-mL beaker.
 3. Use [Tex-238-F](#), beginning at "Particle Size Analysis by Laser Diffraction," with distilled or deionized water as a medium and no dispersant, or use another approved method.
 4. Exception to T 59: Leave sample in the oven until foaming ceases, then cool and weigh.
 5. PCE must meet either the kinematic viscosity requirement or the particle size requirement.

**Table 11A
Hard Residue Surface Sealant**

Property	Test Procedure	Min	Max
Viscosity, Krebs unit, 77°F, Krebs units	D 562	45	75
Softening point, °F	Tex-505-C ¹	250	–
Uniformity	D 2939	Pass ²	
Resistance to heat	D 2939	Pass ³	
Resistance to water	D 2939	Pass ⁴	
Wet flow, mm	D 2939	–	0
Resistance to Kerosene (optional) ⁵	D 2939	Pass ⁶	
Ultraviolet exposure, UVA-340, 0.77 W/m ² , 50°C chamber, 8 hr. UV lamp, 5 min. spray, 3 hr. 55 min. condensation, 1,000 hr. total exposure ⁷	G 154	Pass ⁸	
Abrasion loss, 1.6 mm thickness, liquid only, %	ISSA TB-100	–	1.0
Residue by evaporation, % by weight	D 2939	33	–
Tests on residue from evaporation: Penetration, 77°F, 100 g, 5 sec. Flash point, Cleveland open cup, °F	T 49 T 48	15 500	30
Tests on base asphalt before emulsification Solubility in trichloroethylene, %	T 44	98	–

1. Cure the emulsion in the softening point ring in a 200°F ± 5°F oven for 2 hr.
2. Product must be homogenous and show no separation or coagulation that cannot be overcome by moderate stirring.
3. No sagging or slippage of film beyond the initial reference line.
4. No blistering or re-emulsification.
5. Recommended for airport applications or where fuel resistance is desired.
6. No absorption of Kerosene into the clay tile past the sealer film. Note sealer surface condition and loss of adhesion.
7. Other exposure cycles with similar levels of irradiation and conditions may be used with Department approval.
8. No cracking, chipping, surface distortion, or loss of adhesion. No color fading or lightening.

2.6.

Recycling Agent. Recycling agent and emulsified recycling agent must meet the requirements in Table 12. Additionally, recycling agent and residue from emulsified recycling agent, when added in the specified proportions to the recycled asphalt, must meet the properties specified on the plans.

Table 12
Recycling Agent and Emulsified Recycling Agent

Property	Test Procedure	Recycling Agent		Emulsified Recycling Agent (ARA-1)		Polymer Modified Emulsified Recycling Agent (ARA-1P)	
		Min	Max	Min	Max	Min	Max
Viscosity, Saybolt Furol, 77°F, sec.	T 72	–	–	15	100	15	110
Sieve test, %	T 59	–	–	–	0.1	–	0.1
Miscibility ¹	T 59	–		No coagulation			
Residue by evaporation, ² % by wt.	T 59	–	–	60	–	–	–
Distillation test: Residue by distillation, % by wt. Oil distillate, % by volume of emulsion	T 59					60 –	65 2
Penetration of Distillation Residue at 39.2°F, 100 g, 5 sec.	T 49					110	190
Tests on recycling agent or residue from evaporation: Flash point, C.O.C., °F Kinematic viscosity, 140°F, cSt 275°F, cSt	T 48 T 201	400 75 –	– 200 10.0	400 75 –	– 200 10.0	400	–

- Exception to T 59: Use 0.02 N CaCl₂ solution in place of water.
- Exception to T 59: Maintain sample at 300°F until foaming ceases, then cool and weigh.

2.7. **Crumb Rubber Modifier.** Crumb rubber modifier (CRM) consists of automobile and truck tires processed by ambient temperature grinding.

CRM must be:

- free from contaminants including fabric, metal, and mineral and other nonrubber substances;
- free-flowing; and
- nonfoaming when added to hot asphalt binder.

Ensure rubber gradation meets the requirements of the grades in Table 13 when tested in accordance with [Tex-200-F](#), Part I, using a 50-g sample.

Table 13
CRM Gradations

Sieve Size (% Passing)	Grade A		Grade B		Grade C		Grade D	Grade E
	Min	Max	Min	Max	Min	Max		
#8	100	–	–	–	–	–	As shown on the plans	As approved
#10	95	100	100	–	–	–		
#16	–	–	70	100	100	–		
#30	–	–	25	60	90	100		
#40	–	–	–	–	45	100		
#50	0	10	–	–	–	–		
#200	–	–	0	5	–	–		

2.8. **Crack Sealer.** Provide polymer-modified asphalt-emulsion crack sealer meeting the requirements of Table 14. Provide rubber-asphalt crack sealer meeting the requirements of Table 15.

Table 14
Polymer-Modified Asphalt-Emulsion Crack Sealer

Property	Test Procedure	Min	Max
Rotational viscosity, 77°F, cP	D 2196, Method A	10,000	25,000
Sieve test, %	T 59	–	0.1
Storage stability, 1 day, %	T 59	–	1
Evaporation	Tex-543-C		
Residue by evaporation, % by wt.		65	–
Tests on residue from evaporation:			
Penetration, 77°F, 100 g, 5 sec.	T 49	35	75
Softening point, °F	T 53	140	–
Ductility, 39.2°F, 5 cm/min., cm	T 51	100	–

Table 15
Rubber-Asphalt Crack Sealer

Property	Test Procedure	Class A		Class B	
		Min	Max	Min	Max
CRM content, Grade A or B, % by wt.	Tex-544-C	22	26	–	–
CRM content, Grade B, % by wt.	Tex-544-C	–	–	13	17
Virgin rubber content, ¹ % by wt.		–	–	2	–
Flash point, ² C.O.C., °F	T 48	400	–	400	–
Penetration, ³ 77°F, 150 g, 5 sec.	T 49	30	50	30	50
Penetration, ³ 32°F, 200 g, 60 sec.	T 49	12	–	12	–
Softening point, °F	T 53	–	–	170	–
Bond Test, non-immersed, 0.5 in specimen, 50% extension, 20°F ⁴	D5329	–	–	–	Pass

1. Provide certification that the Min % virgin rubber was added.
2. Agitate the sealing compound with a 3/8- to 1/2 in. (9.5- to 12.7 mm) wide, square-end metal spatula to bring the material on the bottom of the cup to the surface (i.e., turn the material over) before passing the test flame over the cup. Start at one side of the thermometer, move around to the other, and then return to the starting point using 8 to 10 rapid circular strokes. Accomplish agitation in 3 to 4 sec. Pass the test flame over the cup immediately after stirring is completed.
3. Exception to T 49: Substitute the cone specified in D 217 for the penetration needle.
4. Allow no crack in the crack sealing materials or break in the bond between the sealer and the mortar blocks over 1/4 in. deep for any specimen after completion of the test.

- 2.9. **Asphalt-Rubber Binders.** Provide asphalt-rubber (A-R) binders that are mixtures of asphalt binder and CRM, which have been reacted at elevated temperatures. Provide A-R binders meeting D6114 and containing a minimum of 15% CRM by weight. Provide Types I or II, containing CRM Grade C, for use in hot-mixed aggregate mixtures. Provide Types II or III, containing CRM Grade B, for use in surface treatment binder. Ensure binder properties meet the requirements of Table 16.

Table 16
A-R Binders

Property	Test Procedure	Binder Type					
		Type I		Type II		Type III	
		Min	Max	Min	Max	Min	Max
Apparent viscosity, 347°F, cP	D2196, Method A	1,500	5,000	1,500	5,000	1,500	5,000
Penetration, 77°F, 100 g, 5 sec.	T 49	25	75	25	75	50	100
Penetration, 39.2°F, 200 g, 60 sec.	T 49	10	–	15	–	25	–
Softening point, °F	T 53	135	–	130	–	125	–
Resilience, 77°F, %	D5329	25	–	20	–	10	–
Flash point, C.O.C., °F	T 48	450	–	450	–	450	–
Tests on residue from Thin-Film Oven Test:	T 179						
Retained penetration ratio, 39.2°F, 200 g, 60 sec., % of original	T 49	75	–	75	–	75	–

- 2.10. **Performance-Graded Binders.** Provide PG binders that are smooth and homogeneous, show no separation when tested in accordance with [Tex-540-C](#), and meet the requirements of Table 17.

Separation testing is not required if:

- a modifier is introduced separately at the mix plant either by injection in the asphalt line or mixer,
- the binder is blended on site in continuously agitated tanks, or
- binder acceptance is based on field samples taken from an in-line sampling port at the hot-mix plant after the addition of modifiers.

Table 17
Performance-Graded Binders

Property and Test Method	Performance Grade																	
	PG 58			PG 64				PG 70				PG 76				PG 82		
	-22	-28	-34	-16	-22	-28	-34	-16	-22	-28	-34	-16	-22	-28	-34	-16	-22	-28
Average 7-day max pavement design temperature, °C ¹	58			64				70				76				82		
Min pavement design temperature, °C ¹	-22	-28	-34	-16	-22	-28	-34	-16	-22	-28	-34	-16	-22	-28	-34	-16	-22	-28
Original Binder																		
Flash point, T 48, Min, °C	230																	
Viscosity, T 316 ^{2,3} : Max, 3.0 Pa s, test temperature, °C	135																	
Dynamic shear, T 315 ⁴ : G*/sin(δ), Min, 1.00 kPa, Max, 2.00 kPa ⁷ , Test temperature @ 10 rad/sec., °C	58			64				70				76				82		
Elastic recovery, D6084, 50°F, % Min ⁸	-	-	30	-	-	30	50	-	30	50	60	30	50	60	70	50	60	70
Rolling Thin-Film Oven (Tex-506-C)																		
Mass change, T 240, Max, %	1.0																	
Dynamic shear, T 315: G*/sin(δ), Min, 2.20 kPa, Max, 5.00 kPa ⁷ , Test temperature @ 10 rad/sec., °C	58			64				70				76				82		
MSCR, T350, Recovery, 0.1 kPa, High Temperature, % Min ⁸	-	-	20	-	-	20	30	-	20	30	40	20	30	40	50	30	40	50
Pressure Aging Vessel (PAV) Residue (R 28)																		
PAV aging temperature, °C	100																	
Dynamic shear, T 315: G*/sin(δ), Max, 5,000 kPa Test temperature @ 10 rad/sec., °C	25	22	19	28	25	22	19	28	25	22	19	28	25	22	19	28	25	22
Creep stiffness, T 313 ^{5,6} : S, max, 300 MPa, m-value, Min, 0.300 Test temperature @ 60 sec., °C	-12	-18	-24	-6	-12	-18	-24	-6	-12	-18	-24	-6	-12	-18	-24	-6	-12	-18
Direct tension, T 314 ⁶ : Failure strain, min, 1.0% Test temperature @ 1.0 mm/min., °C	-12	-18	-24	-6	-12	-18	-24	-6	-12	-18	-24	-6	-12	-18	-24	-6	-12	-18

- Pavement temperatures are estimated from air temperatures and using an algorithm contained in a Department-supplied computer program, may be provided by the Department, or by following the procedures outlined in AASHTO MP 2 and PP 28.
- This requirement may be waived at the Department's discretion if the supplier warrants that the asphalt binder can be adequately pumped, mixed, and compacted at temperatures that meet all applicable safety, environmental, and constructability requirements. At test temperatures where the binder is a Newtonian fluid, any suitable standard means of viscosity measurement may be used, including capillary (T 201 or T 202) or rotational viscometry (T 316).
- Viscosity at 135°C is an indicator of mixing and compaction temperatures that can be expected in the lab and field. High values may indicate high mixing and compaction temperatures. Additionally, significant variation can occur from batch to batch. Contractors should be aware that variation could significantly impact their mixing and compaction operations. Contractors are therefore responsible for addressing any constructability issues that may arise.
- For quality control of unmodified asphalt binder production, measurement of the viscosity of the original asphalt binder may be substituted for dynamic shear measurements of G*/sin(δ) at test temperatures where the asphalt is a Newtonian fluid. Any suitable standard means of viscosity measurement may be used, including capillary (T 201 or T 202) or rotational viscometry (T 316).
- Silicone beam molds, as described in AASHTO TP 1-93, are acceptable for use.
- If creep stiffness is below 300 MPa, direct tension test is not required. If creep stiffness is between 300 and 600 MPa, the direct tension failure strain requirement can be used instead of the creep stiffness requirement. The m value requirement must be satisfied in both cases.
- Maximum values for unaged and RTFO aged dynamic shear apply only to materials used as substitute binders, as described in Item 340, "Dense-Graded Hot-Mix Asphalt (Small Quantity)", Item 341, "Dense-Graded Hot-Mix Asphalt, and Item 344, "Superpave Mixtures."
- Elastic Recovery (ASTM D6084) is not required unless MSCR (AASHTO T 350) is less than the minimum % recovery. Elastic Recovery must be used for the acceptance criteria in this instance.

3. EQUIPMENT

Provide all equipment necessary to transport, store, sample, heat, apply, and incorporate asphalts, oils, and emulsions.

4. CONSTRUCTION

Typical Material Use. Use materials shown in Table 18, unless otherwise determined by the Engineer.

Table 18
Typical Material Use

Material Application	Typically Used Materials
Hot-mixed, hot-laid asphalt mixtures	PG binders, A-R binders Types I and II
Surface treatment	AC-5, AC-10, AC-15P, AC-20XP, AC-10-2TR, AC-20-5TR, HFRS-2, MS-2, CRS-2, CRS-2H, CRS-2TR, CMS-2P HFRS-2P, CRS-2P, CHFRS-2P, A-R binders Types II and III
Surface treatment (cool weather)	AC12-5TR, RC-250, RC-800, RC-3000, MC-250, MC-800, MC-3000, MC-2400L, CMS-2P
Precoating	AC-5, AC-10, PG 64-22, SS-1, SS-1H, CSS-1, CSS-1H
Tack coat	PG Binders, SS-1H, CSS-1H, EAP&T, TRAIL, EBL
Fog seal	SS-1, SS-1H, CSS-1, CSS-1H, CMS-1P
Hot-mixed, cold-laid asphalt mixtures	AC-0.6, AC-1.5, AC-3, AES-300, AES-300P, CMS-2, CMS-2S
Patching mix	MC-800, SCM I, SCM II, AES-300S
Recycling	AC-0.6, AC-1.5, AC-3, AES-150P, AES-300P, recycling agent, emulsified recycling agent
Crack sealing	SS-1P, polymer mod AE crack sealant, rubber asphalt crack sealers (Class A, Class B)
Microsurfacing	CSS-1P
Prime	MC-30, AE-P, EAP&T, PCE
Curing membrane	SS-1, SS-1H, CSS-1, CSS-1H, PCE
Erosion control	SS-1, SS-1H, CSS-1, CSS-1H, PCE
FDR -Foaming	PG 64-22, FDR EM-SY, FDR EM-HY

- 4.1. **Storage and Application Temperatures.** Use storage and application temperatures in accordance with Table 19. Store and apply materials at the lowest temperature yielding satisfactory results. Follow the manufacturer's instructions for any agitation requirements in storage. Manufacturer's instructions regarding recommended application and storage temperatures supersede those of Table 19.

Table19
Storage and Application Temperatures

Type-Grade	Application		Storage Max (°F)
	Recommended Range (°F)	Max Allowable (°F)	
AC-0.6, AC-1.5, AC-3	200–300	350	350
AC-5, AC-10	275–350	350	350
AC-15P, AC-20-5TR, AC12-5TR and AC10-2TR	300–375	375	360
RC-250	125–180	200	200
RC-800	170–230	260	260
RC-3000	215–275	285	285
MC-30, AE-P	70–150	175	175
MC-250	125–210	240	240
MC-800, SCM I, SCM II	175–260	275	275
MC-3000, MC-2400L	225–275	290	290
HFRS-2, MS-2, CRS-2, CRS-2H, HFRS-2P, CRS-2P, CMS-2, CMS-2S, AES-300, AES-300S, AES-150P, AES-300P, CRS-2TR	120–160	180	180
SS-1, SS-1H, CSS-1, CSS-1H, PCE, EAP&T, SS-1P, RS-1P, CRS-1P, CSS-1P, recycling agent, emulsified recycling agent, polymer mod AE crack sealant	50–130	140	140
PG binders	275–350	350	350
Rubber asphalt crack sealers (Class A, Class B)	350–375	400	–
A-R binders Types I, II, and III	325–425	425	425

5. MEASUREMENT AND PAYMENT

The work performed, materials furnished, equipment, labor, tools, and incidentals will not be measured or paid for directly but is subsidiary or is included in payment for other pertinent items.

Special Specification 4024

Reinforced Concrete Low-Head Pressure Pipe



1. DESCRIPTION

Furnish and install reinforced concrete low-head pressure pipe. Install the pipe of the various classes, sizes, and dimensions to the lines and grades shown on the plans or as directed. The installation of pipe includes all joints or connections to new or existing pipe, wells, vents, inlets, headwalls, etc., as required to complete the work.

2. MATERIALS

Furnish materials in accordance with the following:

- Item 400, "Excavation and Backfill for Structures,"
- Item 402, "Trench Excavation Protection," or Item 403, "Temporary Special Shoring," and
- Item 464, "Reinforced Concrete Pipe".

Provide reinforced concrete low-head pressure pipe that conforms to the requirements of ASTM C 361 except for the following modifications:

- 2.1. The article entitled "Classification" is voided and replaced by the correspondingly named article of ASTM C 76 for Class II, III, IV, and V pipe.
- 2.2. The article entitled "Bases of Acceptance" is voided and replaced by the correspondingly named article of ASTM C 76.
- 2.3. The following section of the article entitled "Materials" is supplemented by the following:
 - 2.3.1. Cement: Type II cement will be required unless otherwise shown on the plans.
 - 2.4. All reference to methods pertaining to testing the strength of the concrete contained in articles entitled "Materials" and "Physical Test Requirements" are voided and replaced by the following:

The strength requirements for the concrete must meet the design requirements of ASTM C 76 for Class II, III, IV, and V pipe.

Perform 3-edge bearing tests for Class II, III, IV, and V pipe on 1 pipe for each 100 pipe or fraction of each size and class for the load to produce a 0.01 in. crack and, at the discretion of the Engineer, the ultimate load. Plainly mark "TEST" with durable paint on both top and bottom and do not use the pipe sections tested only to the 0.01 in. crack.
- 2.5. The article entitled "Design" is voided and replaced by the correspondingly named article of ASTM C 76 with the exception of the following:
 - 2.5.1. **Circumferential Reinforcement:** Use circumferential reinforcement at each end of the pipe unit that consists of 2 complete coils or rings in which the end is lapped or welded. Unless otherwise shown on the plans, the clear distance of the end coil or ring must not be less than 1/2 in. nor more than 1 in. from the end of the pipe unit.
 - 2.5.2. **Longitudinal Reinforcement:** Extend the longitudinals the full length of the pipe. The longitudinal bars provided in the bell may be continuous bars or spliced to the main longitudinal bars.

- 2.5.3. **Joints:** Construct all joints to the requirements of ASTM C 361.
- 2.6. In addition to the requirements included under the section "Joints" of ASTM C 361, the joints must meet the following requirements (see attached typical joint drawing for illustration of joint details for pipe having an internal diameter of 12 to 60 in. inclusive; for pipes with internal diameters larger than 60 in., joint design details will be submitted to the Engineer for approval).
- 2.6.1. Construct a joint of all concrete design with gasket retained in a groove, using an endless gasket of round cross-section.
- 2.6.2. Construct the thickness of spigot shell at end of spigot that is not less than 80% of thickness of pipe shell.
- 2.6.3. Use a finish of the inner surface of the bell or groove and surfaces of the spigot or tongue that is in accordance to the requirements of ASTM C 443.
- 2.7. The article entitled "Physical Test Requirements" is supplemented by the following:

Use a method and equipment to manufacture the pipe that produces a uniformly dense concrete free from porous areas. When tested for absorption as provided in ASTM C 76 "Absorption Test Requirement of Concrete", the absorption shall not exceed 5%.
- 2.8. The article "Hydrostatic Tests" is voided and replaced with the following:

For Class II, III, IV, and V pipe, hydrostatic tests on pipe will not be required.
- 2.9. The article entitled "Hydrostatic Test on Rubber Gasket Joints" is voided and replaced with the following:

For Class II, III, IV, and V pipe, hydrostatic tests on rubber gasket joints will not be required provided the manufacturer provides adequate gauging devices and properly checks the pipe with same to assure that all dimensions of pipe affecting water tightness of the joints are within the required tolerances. Gauge tests of pipe sections selected for other tests in the presence of the inspector.

3. CONSTRUCTION

The construction methods are to be in accordance with Item 464, "Reinforced Concrete Pipe", except for the following modifications.

- 3.1. References to jointing are voided.
- 3.2. Install rubber gasket joints by forcing the spigot or tongue of each pipe section (with the gasket in place) into the bell or groove of the previously laid joint with approved device that will smoothly force the sections together and so that the gasket is properly seated and compressed. Adequately lubricate the bell and spigot or groove and tongue with soft soap or other approved lubricant before the sections are forced together.
- 3.3. Construct angles or bends in pipe lines by using either prefabricated angle joints or a reinforced concrete collar. Unless otherwise shown on the plans, use collars of such width that each pipe section will be imbedded in the collar a minimum of 6 in. Construct the thickness of the collar outside the pipe that is a minimum of 6 in. Furnish reinforcement in the collar that consists of at least one layer of 6 in. x 6 in., No. 6 gage x 6 gage steel wire fabric or heavier, supplemented by additional circumferential reinforcing steel as required to provide reinforcing at least equal to that in the pipe. Lap the fabric at least 6 in. Furnish Class A or C concrete and form and place monolithically.
- 3.4. Where pipe connects to headwalls or wells at the bell end of pipe lines, cut off the bell and lay the pipe so that the normal pipe section extends into the headwall or well.

4. MEASUREMENT

This Item will be measured by the foot of pipe. Such measurement will be made between the ends of the pipe barrel along the central axis as installed. Where spurs or branches, or connections to existing pipe lines are involved, measurement of the spur or new connecting pipe will be made from the intersection of its central axis with the outside surface of the pipe into which it connects. Where inlets, manholes, junction chambers or other structures are included in lines of pipe, that length of pipe provided for tying into the structure wall will be included for measurement but no other portion of the structure length or width will be included.

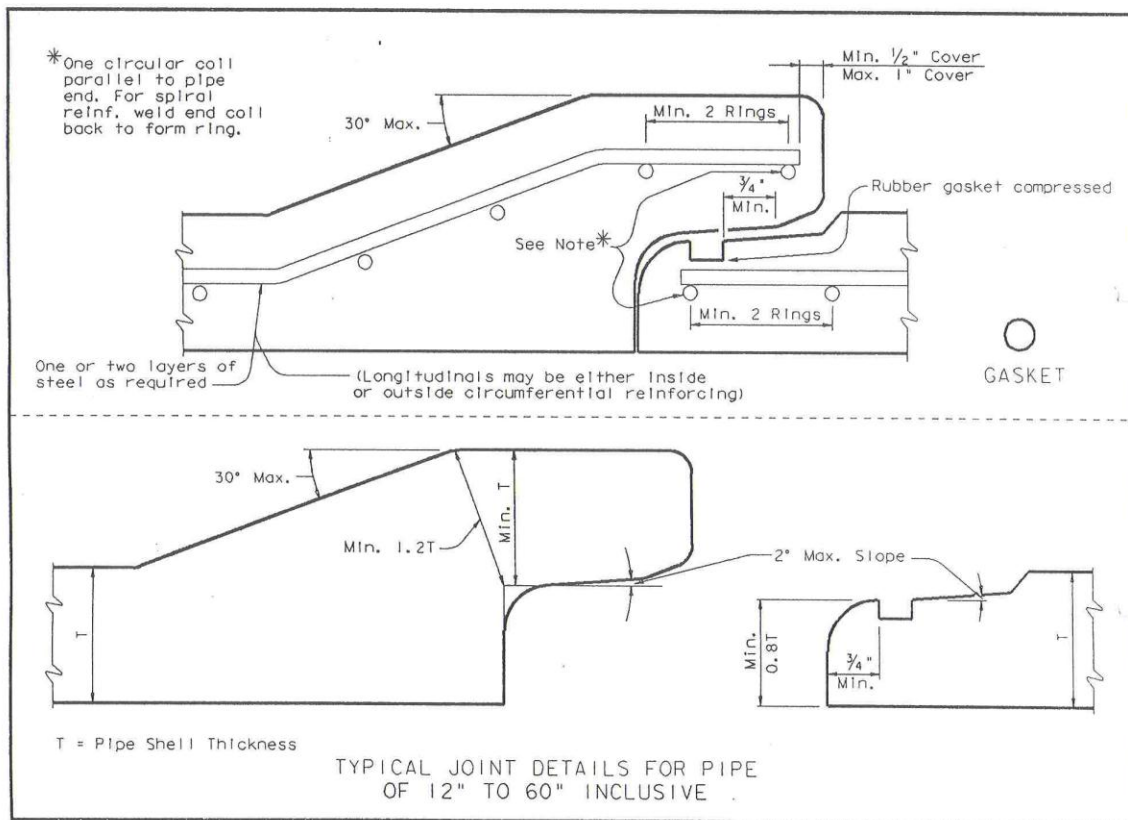
Excavation in natural ground for installing concrete pipe will be measured as prescribed in Item 400, "Excavation and Backfill for Structures".

Unless otherwise shown on the plans, structural excavation for pipe headwalls will not be measured but will be considered subsidiary to the various bid items.

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 "Reinforced Concrete Low-Head Pressure Pipe" of the class and size specified. This price is full compensation for constructing, furnishing, transporting, placing, and jointing the pipe; the excavation, hauling and placing of earth cushion material where required for bedding pipe in rock excavation; the preparation and shaping of beds; hauling, placing and jointing of pipes; for end finish; for all connections to existing structures and for all materials, labor, equipment, tools, and incidentals necessary to complete the work, except excavation and backfill which will be paid for in accordance with Item 400, "Excavation and Backfill for Structures". The excavation of rock or other incompressible materials, as may be required in providing proper bedding, will be paid for in accordance with Item 400, "Excavation and Backfill for Structures". Where pipes are laid on a skew, full compensation for cutting the ends parallel with the centerline of the highway will be considered as included in the price paid for linear foot for the designated item of pipe and no additional allowance will be made.

Protection methods for excavations greater than 5 ft. in depth will be measured and paid for as required under Item 402, "Trench Excavation Protection," or Item 403, "Temporary Special Shoring."



Special Specification 5001

Geogrid Base Reinforcement



1. DESCRIPTION

Furnish and place geogrid base reinforcement in accordance with the lines and grades shown on the plans or as directed.

2. MATERIALS

Provide geogrid base reinforcement, of the type shown on the plans, meeting the requirements of DMS-6240 "Geogrid for Base/Embankment Reinforcement." Use roll widths and lengths shown on the plans or as approved.

3. CONSTRUCTION

Prepare the subgrade as indicated on the plans or as directed. Set string lines for alignment if directed. Install geogrid in accordance with the lines and grades as shown on the plans. Place base material in lift thicknesses and compact as shown on the plans or as directed. Do not operate tracked construction equipment on the geogrid until a minimum fill cover of 6 in. is achieved. Rubber tire construction equipment may operate directly on the geogrid at speeds of less than 5 mph if the underlying material will support the loads. Where excessive substructure deformation is apparent, correct grid placement operations as recommended by the manufacturer or as directed.

3.1. **Geogrid Placement.** Orient the geogrid length as unrolled parallel to the direction of roadway. Overlap geogrid sections as shown on the plans or as directed. Use plastic ties at overlap joints or as directed. Placement of geogrid around corners may require cutting and diagonal lapping. Pin geogrid at the beginning of the backfill section as directed. Keep geogrid taut at the beginning of the backfilling section but not restrained from stretching or flattening.

3.1.1. **Longitudinal Joints.** Overlap longitudinal joints by a minimum of 1 ft. Space longitudinal ties 10 ft. to 20 ft. or as directed.

3.1.2. **Transverse Joints.** Overlap transverse joints by a minimum of 1 ft. Space transverse ties 4 ft. to 5 ft. or as directed.

3.2. **Damage Repair.** As directed, remove and replace contractor damaged or excessively deformed areas without additional compensation. Lap repair areas a minimum of 3 ft in all directions. Tie each side of repair grid in at least 3 locations but do not exceed normal construction spacing; tie spacing for odd shapes will be as directed. Repair excessively deformed materials underlying the grid as directed.

4. MEASUREMENT

Geogrid base reinforcement will be measured by the square yard of roadway placement as shown in the plans with no allowance for overlapping at transverse and longitudinal joints.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" are paid for at the unit bid price for "Geogrid Base Reinforcement" of the type specified. This

price is full compensation for furnishing, preparing, hauling and placing materials including labor, materials, freight, tools, equipment and incidentals.

Special Specification 6001

Portable Changeable Message Sign



1. DESCRIPTION

Furnish, operate, and maintain portable trailer mounted changeable message sign (PCMS) units.

2. MATERIALS

Furnish new or used material in accordance with the requirements of this Item and the details shown on the plans. Provide a self-contained PCMS unit with the following:

- Sign controller
- Changeable Message Sign
- Trailer
- Power source

Paint the exterior surfaces of the power supply housing, supports, trailer, and sign with Federal Orange No. 22246 or Federal Yellow No. 13538 of Federal Standard 595C, except paint the sign face assembly flat black.

2.1. **Sign Controller.** Provide a controller with permanent storage of a minimum of 75 pre-programmed messages. Provide an external input device for random programming and storage of a minimum of 75 additional messages. Provide a controller capable of displaying up to 3 messages sequentially. Provide a controller with adjustable display rates. Enclose sign controller equipment in a lockable enclosure.

2.2. **Changeable Message Sign.** Provide a sign capable of being elevated to at least 7 ft. above the roadway surface from the bottom of the sign. Provide a sign capable of being rotated 360° and secured against movement in any position.

Provide a sign with 3 separate lines of text and 8 characters per line minimum. Provide a minimum 18 in. character height. Provide a 5 × 7 character pixel matrix. Provide a message legibility distance of 600 ft. for nighttime conditions and 800 ft. for normal daylight conditions. Provide for manual and automatic dimming light sources.

The following are descriptions for 3 screen types of PCMS:

- **Character Modular Matrix.** This screen type comprises of character blocks.
- **Continuous Line Matrix.** This screen type uses proportionally spaced fonts for each line of text.
- **Full Matrix.** This screen type uses proportionally spaced fonts, varies the height of characters, and displays simple graphics on the entire sign.

2.3. **Trailer.** Provide a 2 wheel trailer with square top fenders, 4 leveling jacks, and trailer lights. Do not exceed an overall trailer width of 96 in. Shock mount the electronics and sign assembly.

2.4. **Power Source.** Provide a diesel generator, solar powered power source, or both. Provide a backup power source as necessary.

2.5. **Cellular Telephone.** When shown on the plans, provide a cellular telephone connection to communicate with the PCMS unit remotely.

3. CONSTRUCTION

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

Maintain the PCMS units in good working condition. Repair damaged or malfunctioning PCMS units as soon as possible. PCMS units will remain the property of the Contractor.

4. MEASUREMENT

This Item will be measured by each PCMS or by the day used. All PCMS units must be set up on 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 PCMS set up and operational on the worksite.

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 "Portable Changeable Message Sign." This price is full compensation for PCMS units; set up; relocating; removing; replacement parts; batteries (when required); fuel, oil, and oil filters (when required); cellular telephone charges (when required); software; and equipment, materials, tools, labor, and incidentals.

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.

Special Specification 7358

Welded Steel Casing Pipe (Open Cut)



1. DESCRIPTION

Install welded steel pipe based on the following.

The diameter of the pipe will be as shown on the construction drawings (minimum size requirements). Joints must be continuous circumferential weld in accordance with AWS D1.1.

Verify all existing utilities (location and depth) before commencing installation of pipe by other than open cut.

Prevent damage to streets, driveways, walkways, and other structures during and after pipe installation. Repair any such damage at no extra pay.

For open cut installations, all excavated ditch lines must be mechanically tamped to a minimum of 90% density and a maximum of 95% density of ASTM D698 (Standard Proctor procedures) at a moisture content ranging from optimum -1 to plus 3%, to be placed in 6"-8" lifts (not to exceed 12") by the end of each day's work. Densities must be taken every one lift at staggered hundred feet increments.

The existing top of ground grades shown on the plans are approximate, and there will no compensation if the depth of pipe is proved to be otherwise.

Install RACI brand (or equal) plastic spacers (skids) according to the manufacturer's specifications, with the cost incidental to this item.

2. MATERIALS

Casing pipe must be new steel in accordance with ANSI B36.10 and the following:

- field strength: 36,000 psi minimum, and
- wall thickness: 0.5 in. minimum.

The Contractor must meet the "Buy America" requirements in accordance with Department or FHWA guidance letter dated April 7, 2014.

3. MEASUREMENT

This item will be measured by the foot of steel casing pipe installed.

4. PAYMENT

Payment for steel casing pipe will include the cost of the casing pipe, grouting, excavation, embankment backfill, and all incidental labor and materials necessary for a complete installation in conformance with the construction plans.

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