

Control	0011-04-029, ETC.
Project	C 11-4-29, ETC.
Highway	SH 351
County	SHACKELFORD, ETC.

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

2024 SPECIFICATIONS

WORK CONSISTING OF PREVENTIVE MAINTENANCE

SHACKELFORD COUNTY, TEXAS, Etc.

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 107 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	0011-04-029, ETC.
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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
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Unit price for each ton of Flexible Base

	430	001	001	CL A CONC FOR EXT STR (CULV) 	CY	45.000	27
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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.				
	134	7001		BACKFILL (TY A) DOLLARS and CENTS	STA	618.100	1
	344	7021		SP MIXES SP-C SAC-B PG70-22 DOLLARS and CENTS	TON	33,008.000	2
	344	7077		TACK COAT DOLLARS and CENTS	GAL	37,007.000	3
	351	7003		FLEXIBLE PAVEMENT STRUCTURE REPAIR(4") DOLLARS and CENTS	SY	3,904.000	4
	354	7032		PLANE ASPH CONC PAV(0" TO 2") DOLLARS and CENTS	SY	6,847.000	5
	354	7051		PLANE ASPH CONC PAV(2") DOLLARS and CENTS	SY	1,203.000	6
	438	7004		CLEANING AND SEALING EXIST JOINTS (CL3) DOLLARS and CENTS	LF	542.000	7
	451	7020		RETROFIT RAIL (TY T631) DOLLARS and CENTS	LF	164.000	8
	500	7001		MOBILIZATION DOLLARS and CENTS	LS	1.000	9
	502	7001		BARRICADES, SIGNS AND TRAFFIC HAN- DLING DOLLARS and CENTS	MO	6.000	10
	505	7001		TMA (STATIONARY) DOLLARS and CENTS	DAY	98.000	11

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	505	7003		TMA (MOBILE OPERATION) DOLLARS and CENTS	DAY	30.000	12
	533	7001		MILL RUMBLE STRIPS (ASPHALT) (SHLDR) DOLLARS and CENTS	LF	122,230.000	13
	533	7002		MILL RUMBLE STRIPS (ASPH) (CENTER- LINE) DOLLARS and CENTS	LF	61,825.000	14
	540	7001		MTL W-BEAM GD FEN (TIM POST) DOLLARS and CENTS	LF	1,925.000	15
	540	7018		MTL W - BEAM GD FEN (LOW FILL CUL- VERT) DOLLARS and CENTS	LF	200.000	16
	540	7031		MTL BM GD FEN TRANS (31"-28")(25') DOLLARS and CENTS	EA	3.000	17
	542	7001		REMOVE METAL BEAM GUARD FENCE DOLLARS and CENTS	LF	2,100.000	18
	542	7002		REMOVE TERMINAL ANCHOR SECTION DOLLARS and CENTS	EA	12.000	19
	542	7004		RM MTL BM GD FENCE TRANS (THRIE- BEAM) DOLLARS and CENTS	EA	3.000	20
	544	7001		GUARDRAIL END TREATMENT (INSTALL) DOLLARS and CENTS	EA	25.000	21
	544	7003		GUARDRAIL END TREATMENT (REMOVE) DOLLARS and CENTS	EA	13.000	22

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	644	7065		RELOCATE SM RD SN SUP&AM TY 10BWG DOLLARS and CENTS	EA	1.000	23
	658	7019		INSTL DEL ASSM (D-SW)SZ 1(BRF)GF2(BI) DOLLARS and CENTS	EA	45.000	24
	662	7112		WK ZN PAV MRK SHT TERM (TAB)TY W DOLLARS and CENTS	EA	32.000	25
	662	7114		WK ZN PAV MRK SHT TERM (TAB)TY Y-2 DOLLARS and CENTS	EA	6,735.000	26
	666	7018		REFL PAV MRK TY I (W)8"(DOT)(100MIL) DOLLARS and CENTS	LF	35.000	27
	666	7024		REFL PAV MRK TY I (W)8"(SLD)(100MIL) DOLLARS and CENTS	LF	635.000	28
	666	7036		REFL PAV MRK TY I (W)24"(SLD)(100MIL) DOLLARS and CENTS	LF	180.000	29
	666	7123		REFL PAV MRK TY I (Y)24"(SLD)(100MIL) DOLLARS and CENTS	LF	800.000	30
	666	7411		REFL PAV MRK TY I (W)6"(SLD)(100MIL) DOLLARS and CENTS	LF	126,090.000	31
	666	7420		REFL PAV MRK TY I (Y)6"(BRK)(100MIL) DOLLARS and CENTS	LF	12,930.000	32
	666	7423		REFL PAV MRK TY I (Y)6"(SLD)(100MIL) DOLLARS and CENTS	LF	57,280.000	33
	668	7089		PREFAB PM TY C (W)(24")(SLD) DOLLARS and CENTS	LF	232.000	34

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	668	7091		PREFAB PM TY C (W)(ARROW) DOLLARS and CENTS	EA	1.000	35
	668	7103		PREFAB PM TY C (W)(WORD) DOLLARS and CENTS	EA	1.000	36
	668	7111		PREFAB PM TY C (W)(36")(YLD TRI) DOLLARS and CENTS	EA	4.000	37
	672	7002		REFL PAV MRKR TY I-C DOLLARS and CENTS	EA	32.000	38
	672	7004		REFL PAV MRKR TY II-A-A DOLLARS and CENTS	EA	1,628.000	39
	677	7030		ELIM EXT PM & MRKS (RUMBLE STRIP) DOLLARS and CENTS	LF	75,210.000	40
	3002	7001		REINFORCED FAB FOR ASPH PVMNT OVER- LAYS DOLLARS and CENTS	SY	37,501.000	41
	3002	7002		ASPH FOR REINF FAB (PG76-28) DOLLARS and CENTS	GAL	5,626.000	42

CERTIFICATION OF INTEREST IN OTHER BID PROPOSALS FOR THIS WORK

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

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

_____ YES

_____ NO

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

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

ENGINEER SEAL

Control 0011-04-029, ETC.
Project C 11-4-29, ETC.
Highway SH 351
County SHACKELFORD, ETC.

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
Peter Ndoria Reriani, P.E.
JULY 02, 2024

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County: SHACKELFORD, ETC.

ABILENE DISTRICT GENERAL NOTES 2024 SPECIFICATIONS

General Requirements – Item 1 thru 10

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

Bryce Turentine, P.E. / Phone: 325-690-9821 / Bryce.Turentine@txdot.gov
Cal Hays, P.E. / Phone: 325-676-6858 / Cal.Hays@txdot.gov
(Abilene Area Office)

Contractor questions will be accepted through email, phone, and in person by the above individuals.

For Q&A's on Proposals navigate to

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

Use 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.

Failure to make necessary corrections to traffic control items based on barricade inspections will be cause for withholding the monthly estimate until such corrections have been made.

Provide ingress/egress to the adjacent properties in areas under construction. Phased construction of driveways and streets shall be required to provide uninterrupted access to adjacent properties. Coordinate work with the property owners before beginning any construction in the vicinity of the drive. This work is subsidiary to Item 502.

Cut neat, straight lines with vertical faces along pavement edges or along joints between existing asphalt or concrete pavement and new pavement perpendicular or parallel to the direction of traffic by methods described in applicable bid items, or as directed. Provide clean edges or joints without jagged appearance or chunks broken out. This work is considered subsidiary to various bid items.

Environmental

Endangered and Protected Species

1. Migratory Birds

- a. Bird nesting season is typically 15Feb through 15Sep annually.**
- b. The Contractor will avoid disturbing, destroying, removing, or relocating migratory birds and active nests found in trees, culverts, bridges, on the ground, or anywhere they are encountered.
- c. Perform all tree trimming and other vegetation clearing activities during the non-breeding season (typically 15Sep-15Feb annually). Perform any inactive nest removal and bird exclusion methods to prevent birds from establishing nests. Phasing of work during construction may be necessary to stay in compliance.

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- d. When active nests are unexpectedly encountered on-site during construction, the Contractor will stop work and immediately notify the Engineer. Take measures to avoid disturbance of these birds, their occupied nest, eggs, and/or young, in accordance with the Migratory Bird Treaty Act, Texas Parks and Wildlife Code, and TxDOT policy.
- e. The Engineer will notify the Contractor when work may resume.
- f. The Contractor should be prepared to prevent migratory birds from building nests by utilizing nest prevention methods, such as bird-deterrent netting and bird-repelling sprays and/or gels, between 15Feb and 15Sep. The Contractor can discuss other preventative measures with the Engineer and/or District Environmental Staff.

Best Management Practices

1. Bird BMPs

- a. Not disturbing, destroying, or removing active nests, including ground nesting birds, during the nesting season.
- b. Avoiding the removal of unoccupied, inactive nests, as practicable.
- c. Preventing the establishment of active nests during the nesting season on TxDOT owned and operated facilities and structures proposed for replacement or repair.
- d. Not collecting, capturing, relocating, or transporting birds, eggs, young, or active nests without a permit.

Item 5, “Control of Work”

Make necessary arrangements with utility owners regarding temporary protections such as bracing power poles, and de-energizing power lines. The Department will not reimburse the cost of such temporary protections to the Contractor, unless the Engineer determines that inadequate information was available at the time the project was bid. **“Call Before You Dig” “Call 811”**

Provide notification to the District Traffic Engineering Section by telephone at 325-676-6991 and by email at ABL_TrafficFix@txdot.gov when planning drilling or excavation work in areas where existing TxDOT underground utilities exist. Visual evidence of TxDOT underground utilities in the area include illumination poles, ground boxes, flashing beacons, traffic signals, etc. This notification must be provided 72 hours in advance of performing the work.

Preserve and document the marked utility locations to prevent unnecessary secondary notifications. Notify the Engineer of conflicts between proposed work and underground utilities.

There is a TxDOT Permanent Traffic Data Collection Site located next to FM 604 intersection and is planned to remain active until Spot Pavement Repairs or Overlay works are nearing the site. Contractor shall provide notification to The Engineer in writing at least 4 weeks in advance to allow for, if needed, removal of any hardware and conduits deemed salvageable by the Department. Removal of the salvageable material and restoration works for the site will be undertaken by others.

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Item 7, “Legal Relations and Responsibilities”

The total area disturbed for this project is 0 acres. The disturbed area in this project, 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 ROW. 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 ROW to the Engineer and to the government that operates a separate storm sewer system.

Provide one SWP3 Notification Board for this project. Notification Boards are to be placed at locations within the right-of-way but outside the clear zone as directed by the Engineer. Consider this work to be subsidiary to the various bid items of the contract.

No significant traffic generator events identified.

Hard hats are required at all times during construction when construction personnel are in TxDOT Right-of-Way.

Patrol vehicles must be clearly marked to correspond with the officer’s agency and equipped with appropriate lights to identify them as law enforcement. For patrol vehicles not owned by a law enforcement agency, markings will be retroreflective and legible from 100 ft. from both sides and the rear of the vehicle. Lights will be high intensity and visible from all angles.

LIGHTING STANDARDS FOR HIGHWAY MAINTENANCE OR CONSTRUCTION VEHICLES AND SERVICE VEHICLES

VEHICLE LIGHTING SUMMARY

Vehicle	Color of Flashing Lights	Transportation Code
Police Vehicles	Red/Blue/White/Amber	547.305 & 547.702
Fire/EMS Vehicles	Red/Blue/White/Amber	547.305 & 547.702
Volunteer Fire/EMS	Red/Blue/White/Amber	547.305 & 547.702
School	Bus Red/White (rooftop) /Amber	547.305 & 547.701
Highway Maintenance or Construction Vehicles and Service Vehicles	Amber/Blue	547.105 & TxDOT Lighting Standards

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Item 8 “Prosecution and Progress”

Each contract awarded by the Department stands on its own and as such, is separate from other contracts. A Contractor awarded multiple contracts must be capable and sufficiently staffed to concurrently process and/or execute all contracts at the same time.

The Contractor is hereby authorized to begin work prior to the expiration of the number of calendar days provided in the Special Provision to Item 8, Article 8.1. Notify the Engineer in writing of the date to begin work. Time charges will commence when work begins or on the expiration of the number of calendar days provided, whichever occurs first.

Coordinate and update the work schedule with the project inspector daily. Give a minimum of 24 hours of notice to project inspector if work requiring inspection or testing is to be performed. Failure to do so may cause that work to be delayed or postponed if TxDOT personnel are not available. Work performed without suitable inspection, as determined by the Engineer, may be ordered removed and replaced at Contractor’s expense.

This project includes a delayed start provision of 60 days for Contractor Mobilization.

Item 9, “Measurement and Payment”

The progress payment period shall end on the 25th of each month, unless directed by the Area Engineer. Material on Hand (MOH) is due two business days before estimate cut off.

Item 134, “Backfill Pavement Edges”

Backfill pavement edges with RAP no later than 2 weeks after the construction of the final surface.

Apply emulsion at a 50/50 of water to emulsion; emulsion rate = 0.15 gal/sy residual emulsion.

RAP generated from the project can be used to backfill pavement edges. If needed, additional RAP is available for use stockpiled at LP 322 and BI 20 approximately 5.0 miles from the South end of the project.

Item 344, “Superpave Mixtures”

Furnish aggregate for final surfaces with a minimum surface aggregate classification of “B”.

The Engineer reserves the right to test all sources even if the source is listed in the Bituminous Source Rated Quality Catalog.

Provide the testing lab samples to calibrate the ignition oven no later than five (5) working days prior to mix design verification.

Paving operations will not be allowed to begin until TxDOT has tested and obtained passing Hamburg results on the trial batch.

A maximum of 0.50% anti-stripping agent will be allowed for each specified mix type.

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Dilution of tack coat is not allowed.

Do not exceed a laydown width of 16' per pass.

There are paving widths of less than 10' wide on this project.

No miscellaneous areas or exempt production on driving lanes and shoulders.
Substitute Binders will not be allowed unless RAP is used in the production of the mixture.

A maximum of 10% fractionated RAP will be allowed in surface mixes. TxDOT SAC A RAP is available for use stockpiled in Tye approximately 13.5 miles from the south end of the project.

A warm mix additive will be required for hotmix hauls over 50 miles.

Unless otherwise directed by the engineer, a warm mix additive will be required when paving during November 1st through March 15th.

The maximum allowable dust / asphalt ratio that will be allowed is 0.6 to 1.2.

The use of a tapered longitudinal joint will be required for pavement thicker than 2 inches. Use a self-propelled, wheel-mounted material transfer vehicle (MTV) capable of receiving hot mix from the haul trucks separate from the paver on this project. Minimum requirements for the MTV are a storage capacity of approximately 25 tons, a pivoting discharge conveyor, and a means of completely remixing the ACP prior to placement.

Provide emulsified trackless asphalt for tack as shown in the MPL for Tracking Resistant Asphalt Interlayer (TRAIL) at a rate of 0.10-0.14 gal/sy.

The Contractor will be required to tack 100% of the surfaces with uniform coverage prior to the subsequent lift. The type and grade of tack will be approved by the Engineer prior to use.

Tack all vertical joints unless otherwise directed.

Cement and kiln dust will not be allowed to be used as mineral fillers.

Final surface of driveway shall not be placed prior to adjoining surface.

Item 351, "Flexible Pavement Structure Repair"

The quantity shown in the plans for pavement structure repair is estimated. The Engineer will determine specific locations to be repaired. Unless otherwise shown in the plans, multiple locations throughout the project will be repaired, and may vary significantly in length and width.

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Item 354, “Planing and Texturing Pavement”

Stockpile all unused planed materials at East ROW on Loop 322 just North of BI 20 approximately 5.0miles from the South end of the project.

Build stockpiles in horizontal layers with a maximum height of 10 feet, as directed. Minimize driving on the stockpile to prevent excessive compaction.

Item 502, “Barricades, Signs and Traffic Handling”

Mobile traffic control in accordance with TPC 3 series will be required for placement of short duration, short term, intermediate term, and long-term traffic control.

Provide the Engineer with written notification seven (7) days in advance of major traffic changes. A major traffic change is defined as the temporary (greater than one day) or permanent relocation of traffic lanes typically in an urban setting. The notice will, at a minimum, include the expected date, time and scope of the traffic change. The Department will utilize the information provided to inform the traveling public of the changes. Failure to provide advance notice, or to provide accurate information, will result in delaying the work until such time that the public has been notified.

Additional signs, barricades and traffic handling may be necessary to complete the work shown herein and will be provided by the contractor as required and will be considered subsidiary to this item.

In sections where traffic is restricted to one lane, two-way traffic, flaggers will be stationed at each end of that section with two-way communication devices and a pilot car will control operations.

Pilot car is subsidiary to item 502.

Relocate existing roadside signs to temporary supports as approved by the engineer.

All safety appurtenances such as signs, delineators, object markers and route markers will be in place prior to opening each phase of the construction to traffic, unless otherwise directed.

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

Work will not be allowed on both sides of the roadbed at the same time.

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Equip all work vehicles within 30 feet of the traveled way with a functioning amber strobe light or rotating beacon visible from all directions.

Repair barricades within the timeline shown on the barricade inspection report. Failure to comply will cease all work until barricades are repaired to the satisfaction of the Department. Replace all damaged traffic control devices immediately. Remove any damaged traffic control devices from the project within 24 hours.

Traffic switches will not be permitted on Fridays or any working day preceding a holiday unless authorized by the Engineer.

The Contractor shall bid the traffic control plan shown in the plans. Any proposed alterations to the TCP (combining work areas/phasing/etc.) shall be submitted to the Engineer at least 10 days prior to anticipated changes.

All bid items and work requiring traffic control is the responsibility of the contractor, even when not explicitly detailed in the plans. Consider this work subsidiary to Item 502.

Ground mount all signs when possible.

Conflicting guide signs shall be covered as approved by the Engineer. This work shall be subsidiary to Item 502.

Removing, relocating or covering speed limit signs shall be considered subsidiary to item 502.

Item 504, “Field Office for Laboratory”

Field Laboratory:

Furnish a “Type D” structure for the asphalt mix control laboratory for the Engineer’s exclusive use. In addition to the requirements of Item 504, furniture and equipment to be furnished by the Contractor shall include:

- eye wash station
- first-aid kit
- two fire extinguishers
- Provide internet connectivity for use by TxDOT lab testing personnel at all laboratory structures on this project.
- Gyrotory press, if shared, will be located in the Department’s lab facility.

Item 505, “Truck Mounted Attenuator (TMA) and Trailer Attenuator (TA)”

Truck Mounted Attenuator (TMA) and Trailer Attenuator (TA) will not be considered a major item of work on this project.

TMA,s will only be paid while workers are present or to protect a blunt object.

CCSJ: 0011-04-029
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The contractor will be responsible for determining if one or more of these operations will be ongoing at the same time to determine the total number of TMAs needed for the project. The Contractor must get approval from the Engineer for any changes in the number of TMA as shown in the plans.

If a TMA is used for both mobile and stationary traffic control on the same day, it will be paid for as mobile for that day.

Provide separate attenuators for each work area within a common lane closure as approved or directed by the Engineer.

BASIS OF ESTIMATE FOR STATIONARY TMAs				
		TMA (Stationary)		
Phase	Standard	Required	Additional	TOTAL
1	TCP(1-1)-18	1	-	1
1	TCP(1-2)-18	1	-	1
1	TCP(2-1)-18	1	-	1
1	TCP(2-2)-18	1	-	1
1	TCP(S-1)-08A	0	-	0
1	TCP(S-2b)-08A	1	-	1
1	TCP(S-2c)-10	0	-	0
Basis of Estimate for Mobile TMAs				
		TMA (Mobile)		
Phase	Standard	Required	Additional	TOTAL
2	TCP(3-1)-13	2	-	2
2	TCP(3-3)-14	2	-	2

Item 506, “Temporary Erosion, Sedimentation, and Environmental Controls”

The Storm Water Pollution Prevention Plan (SWP3) consists of temporary erosion control measures needed and provided for under this Item. The disturbed area is less than one acre and use of erosion control measures is not anticipated. If physical conditions encountered at the job site require necessary controls, BMP installation, maintenance, and removal will be paid as extra work on a force account basis per Articles 4.4 and 9.7.

Item 533, “Rumble Strips”

The milled rumble strips should be placed on shoulder according to RS (1-4)-23 standards and the shoulder widths as shown below.

- Shoulder width of greater than 2 feet and less than 9 feet the rumble strip will be centered on the shoulder.
- Shoulder width of equal to or greater than 9 feet the rumble strip will be 3 feet from the edge line.

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Guidance markings are considered subsidiary to this item.

Item 540, “Metal Beam Guard Fence”

Steel posts for metal beam guard fence may be field cut to proper rail height with a power saw when approved by the engineer.

Core drill 1 ¼” diameter holes through existing slab. Percussion or impact drilling is not permitted. Patch spalls, when directed by the engineer, in accordance with item 429, “Concrete Structure Repair”, at the contractor’s expense.

Item 542, “Removing Metal Beam Guard Fence”

Metal beam guard fence and posts removed from the project shall become property of the contractor.

Item 585, “Ride Quality for Pavement Surfaces”

The Engineer reserves the right to prohibit corrective work and assess the penalty for each occurrence of localized roughness per Article 585.3.4.2.3.2.

Use pay adjustment schedule **2 (two)** for Ride Quality bonus/penalty calculation.

Item 658, “Delineator and Object Marker Assemblies”

All MBGF delineation shall be equivalent to Shure-tite GF2 (BRF) mounted on posts.

Use a minimum 2 inch long lag screws with washers to attach flexible GF2 barrier reflectors to wooden post. For steel posts, use an approved adhesive, or other method approved by Engineer.

Item 662, “Work Zone Pavement Markings”

Dispose of tabs and paper in an approved trash receptacle. (Reference Standard **SW3P**, waste material)

Item 666, “Retroreflectorized Pavement Markings”

All longitudinal pavement markings (including profile pavement markings) must meet minimum retro reflectivity requirements.

The 3” spacing option in Detail A and B shall be used when PM (1)-22 is applicable.

Item 672, “Raised Pavement Markers”

Provide a complete system of raised pavement markers at locations indicated on the plans and as directed by the engineer. The plans are intended to show typical conditions, which can be extended to similar conditions throughout this project as approved or directed.

Bituminous adhesive shall be used on this project.

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Item 3002, “Reinforced Paving Mat for Asphalt Pavement Overlays”

Provide a letter from the manufacturer that authorizes the installer to install the product.

Submerge a 2 in x 2 in of sample in D-Limonene or other approved solvent for 60 minutes. The result is passing if the solvent remains clear.

Don't install more reinforcing fabric that can't be covered that same day.

Provide PG76-28 binder at a rate of 0.15 gal/sy.

Replace reinforcing fabric damaged during hot mix removal and replacement operations at the contractor's expense.

CONTROL : 0011-04-029, ETC
PROJECT : C 11-4-29, ETC
HIGHWAY : SH 351
COUNTY : SHACKELFORD, ETC

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 SEPTEMBER 1, 2024.
STANDARD SPECIFICATIONS ARE INCORPORATED
INTO THE CONTRACT BY REFERENCE.

- ITEMS 1 TO 9 INCL., GENERAL REQUIREMENTS AND COVENANTS
- ITEM 134 BACKFILLING PAVEMENT EDGES <162><166><168><300><314>
 - ITEM 341 DENSE-GRADED HOT-MIX ASPHALT <300><301><320><504><520>
<585>
 - ITEM 344 SUPERPAVE MIXTURES <300><301><320><504><520><585>
 - ITEM 351 FLEXIBLE PAVEMENT STRUCTURE REPAIR <132><204><247><260>
<275><276><292><310><316><330><334><341>
 - ITEM 354 PLANING AND TEXTURING PAVEMENT
 - ITEM 438 CLEANING AND SEALING JOINTS <454>
 - ITEM 451 RETROFIT RAILING <421><429><440><441><442><445><450><540>
 - ITEM 454 BRIDGE EXPANSION JOINTS <429><442><785>
 - ITEM 500 MOBILIZATION
 - ITEM 502 BARRICADES, SIGNS, AND TRAFFIC HANDLING <503><505><510>
 - ITEM 504 FIELD OFFICE AND LABORATORY
 - ITEM 505 TRUCK-MOUNTED ATTENUATOR (TMA) AND TRAILER ATTENUATOR (TA)
 - ITEM 506 TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL
CONTROLS <506>
 - ITEM 533 RUMBLE STRIPS <300><320><330><334><341><350>
 - ITEM 540 METAL BEAM GUARD FENCE <421><441><445><529>
 - ITEM 542 REMOVING METAL BEAM GUARD FENCE
 - ITEM 544 GUARDRAIL END TREATMENTS
 - ITEM 644 SMALL ROADSIDE SIGN ASSEMBLIES <421><440><441><442><445>
<636><656>
 - ITEM 658 DELINEATOR AND OBJECT MARKER ASSEMBLIES <445>
 - ITEM 662 WORK ZONE PAVEMENT MARKINGS <666><668><672><677>
 - ITEM 666 RETROREFLECTORIZED PAVEMENT MARKINGS <316><502><662><667>
<677><678>
 - ITEM 668 PREFABRICATED PAVEMENT MARKINGS AND RUMBLE STRIPS <678>
 - ITEM 672 RAISED PAVEMENT MARKERS <677><678>
 - ITEM 677 ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS <300>

<302><315><316>

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

SPECIAL LABOR PROVISIONS FOR STATE PROJECTS (000---005)
WAGE RATES

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

SPECIAL PROVISION "IMPORTANT NOTICE TO CONTRACTORS" (000---008)

SPECIAL PROVISION "IMPORTANT NOTICE TO CONTRACTORS" (000---015)

SPECIAL PROVISION "NOTICE OF CONTRACTOR PERFORMANCE EVALUATIONS"
(000---016)

SPECIAL PROVISION "CERTIFICATE OF INTERESTED PARTIES (FORM 1295)"
(000---017)

SPECIAL PROVISION "SMALL BUSINESS ENTERPRISE IN STATEFUNDED PROJECTS"
(000---019)

SPECIAL PROVISION "SCHEDULE OF LIQUIDATED DAMAGES" (000---031)

SPECIAL PROVISION TO ITEM 8 (008---004)

SPECIAL SPECIFICATIONS:

ITEM 3002 REINFORCED PAVING MAT FOR ASPHALT PAVEMENT OVERLAYS

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 **0011-04-029, ETC.**
Project **C 11-4-29, ETC.**
Highway **SH 351**
County **SHACKELFORD, ETC.**

SMALL BUSINESS ENTERPRISE REQUIREMENTS

The following goal for small business enterprises is established:

SBE
0.0%

CHILD SUPPORT STATEMENT

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

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.

Special Provision to Item 000

Special Labor Provisions for State Projects



1. GENERAL

This is a "Public Works" Project, as provided under Government Code, Chapter 2258, "Prevailing Wage Rates," and is subject to the provisions of the statute. No provisions in the Contract are intended to conflict with the provisions of the statute.

The Commission has ascertained and indicated in the Special Provisions the regular rate of per diem wages prevailing in each locality for each craft or type of worker. Apply the wage rates contained in the Specifications as minimum wage rates for the Contract.

2. MINIMUM WAGES, HOURS, AND CONDITIONS OF EMPLOYMENT

All workers necessary for the satisfactory completion of the work are within the purview of the Contract.

Whenever and wherever practical, give local citizens preference in the selection of labor.

Do not require any worker to lodge, board, or trade at a particular place, or with a particular person, as a condition of employment.

Do not charge or accept a fee of any from any person who obtains work on the project. Do not require any person who obtains work on the project to pay any fee to any other person or agency obtaining employment for the person on the project.

Do not charge for tools or equipment used in connection with the duties performed, except for loss or damage of property. Do not charge for necessary camp water.

Do not charge for any transportation furnished to any person employed on the project.

The provisions apply where work is performed by piece work and station work. The minimum wage paid will be exclusive of equipment rental on any shipment that the worker or subcontractor may furnish in connection with their work.

Take responsibility for carrying out the requirements of this Specification and ensure that each subcontractor working on the project complies with its provisions.

Any form of subterfuge, coercion, or deduction designated to evade, reduce, or discount the established minimum wage scales will be considered a violation of the Contract.

The Fair Labor Standards Act established one and one-half (1-1/2) pay for overtime in excess of 40 hr. worked in 1 week. Do not consider time consumed by the worker in going to and returning from the place of work as part of the hours of work. Do not require or permit any worker to work more than 40 hr. in 1 week, unless the worker receives compensation at a rate not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 40 hr. in the workweek.

The general rates of per diem wages prevailing in this locality for each class and type of workers whose services are considered necessary to fulfill the Contract are indicated in the Special Provisions, and these rates govern as minimum wage rates on this Contract. A penalty of \$60 per calendar day or portion of a calendar day for each worker who is paid less than the stipulated general rates of per diem wages for any work done under the Contract will be deducted. The Department, upon receipt of a complaint by a worker,

will determine within 30 days whether good cause exists to believe that the Contractor or a subcontractor has violated wage rate requirements and notify the parties involved of the findings. Make every effort to resolve the alleged violation within 14 days after notification. The next alternative is submittal to binding arbitration in accordance with the provisions of the Texas General Arbitration Act (Article 224 et seq., "Revised Statutes").

Notwithstanding any other provision of the Contract, covenant and agree that the Contractor and its subcontractors will pay each of their employees and contract labor engaged in any way in work under the Contract, a wage not less than what is generally known as the "federal minimum wage" in accordance with 29 USC § 206 as that statute may be amended from time to time.

Pay any worker employed whose position is not listed in the Contract, a wage not less than the per diem wage rate established in the Contract for a worker whose duties are most nearly comparable.

3. RECORD AND INSPECTIONS

Keep copies of weekly payrolls for review. Require subcontractors to keep copies of weekly payrolls for review. Show the name, occupation, number of hours worked each day, and per diem wage paid each worker together with a complete record of all deductions made from such wages. Keep records for a period of 3 yr. from the date of completion of the Contract.

Where the piece-work method is used, indicate on the payroll for each person involved:

- quantity of piece work performed,
- price paid per piece-work unit, and
- total hours employed.

The Engineer may require the Contractor to file an affidavit for each payroll certifying that payroll is a true and accurate report of the full wages due and paid to each person employed.

Post or make available to employees the prevailing wage rates from the Contract. Require subcontractors to post or make available to employees the prevailing wage rates from the Contract.

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 60 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					\$21.29	\$18.34						\$21.29			\$18.62	
1396	Pavement Marking Machine Operator	\$16.42		\$13.10	\$13.55		\$19.17	\$12.01		\$13.63	\$14.60	\$13.17		\$16.65	\$10.54	\$11.18	\$13.10
1443	Percussion or Rotary Drill Operator																
1202	Piledriver															\$14.95	
1205	Pipelayer		\$11.87	\$14.64	\$13.17	\$11.17	\$12.79		\$11.37	\$13.24	\$12.66	\$13.24	\$11.17	\$11.67		\$12.12	\$14.64
1384	Reclaimer/Pulverizer Operator	\$12.85			\$11.90		\$12.88			\$11.01		\$10.46					
1500	Reinforcing Steel Worker	\$13.50	\$14.07	\$17.53	\$16.17		\$14.00			\$16.18	\$12.74	\$15.83		\$17.10		\$15.15	\$17.72
1402	Roller Operator, Asphalt	\$10.95		\$11.96	\$13.29		\$12.78	\$11.61		\$13.08	\$12.36	\$11.68			\$11.71	\$11.95	\$11.50
1405	Roller Operator, Other	\$10.36		\$10.44	\$11.82		\$10.50	\$11.64		\$11.51	\$10.59	\$10.30		\$12.04	\$12.85	\$11.57	\$10.66
1411	Scraper Operator	\$10.61	\$11.07	\$10.85	\$12.88		\$12.27		\$11.12	\$12.96	\$11.88	\$12.43		\$11.22	\$13.95	\$13.47	\$10.89
1417	Self-Propelled Hammer Operator																
1194	Servicer	\$13.98	\$12.34	\$14.11	\$14.74		\$14.51	\$15.56	\$13.44	\$14.58	\$14.31	\$13.83		\$12.43	\$13.72	\$13.97	\$14.11
1513	Sign Erector																
1708	Slurry Seal or Micro-Surfacing Machine Operator																
1341	Small Slipform Machine Operator									\$15.96							
1515	Spreader Box Operator	\$12.60		\$13.12	\$14.71		\$14.04			\$14.73	\$13.84	\$13.68		\$13.45	\$11.83	\$13.58	\$14.05
1705	Structural Steel Welder															\$12.85	
1509	Structural Steel Worker						\$19.29									\$14.39	
1339	Subgrade Trimmer																
1143	Telecommunication Technician																
1145	Traffic Signal/Light Pole Worker						\$16.00										
1440	Trenching Machine Operator, Heavy						\$18.48										
1437	Trenching Machine Operator, Light																
1609	Truck Driver Lowboy-Float	\$14.46	\$13.63	\$13.41	\$15.00	\$15.93	\$15.66			\$16.24	\$16.39	\$14.30	\$16.62	\$15.63	\$14.28	\$16.03	\$13.41
1612	Truck Driver Transit-Mix				\$14.14					\$14.14							
1600	Truck Driver, Single Axle	\$12.74	\$10.82	\$10.75	\$13.04	\$11.61	\$11.79	\$13.53	\$13.16	\$12.31	\$13.40	\$10.30	\$11.61		\$11.97	\$11.46	\$10.75
1606	Truck Driver, Single or Tandem Axle Dump Truck	\$11.33	\$14.53	\$11.95	\$12.95		\$11.68		\$14.06	\$12.62	\$11.45	\$12.28		\$13.08	\$11.68	\$11.48	\$11.10
1607	Truck Driver, Tandem Axle Tractor with Semi Trailer	\$12.49	\$12.12	\$12.50	\$13.42		\$12.81	\$13.16		\$12.86	\$16.22	\$12.50			\$13.80	\$12.27	\$12.50
1441	Tunneling Machine Operator, Heavy																
1442	Tunneling Machine Operator, Light																
1706	Welder		\$14.02		\$14.86		\$15.97		\$13.74	\$14.84					\$13.78		
1520	Work Zone Barricade Servicer	\$10.30	\$12.88	\$11.46	\$11.70	\$11.57	\$11.85	\$10.77		\$11.68	\$12.20	\$11.22	\$11.51	\$12.96	\$10.54	\$11.67	\$11.76

Notes:

*Represents the USDOL wage decision.

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

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

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

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

Special Provision to Item 000

Nondiscrimination



1. DESCRIPTION

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

The Texas Department of Transportation, as a recipient of federal financial assistance, and under Title VI and related statutes, ensures that no person will on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment in accordance with 42 USC 2000d-3), color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any 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 Department.

3. NONDISCRIMINATION PROVISIONS

During the performance of this Contract, the Contractor agrees as follows.

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

determine to be appropriate, including, but not limited to actions defined in Article 7.1., "Ethics," or Article 5.1., "Authority of Engineer."

- 3.6. **Incorporation of Provisions.** The Contractor must include the provisions of Sections 3.1–3.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor must take such action with respect to any subcontract or procurement as the Recipient or the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Special Provision 000

Important Notice to Contractors



The Contractor's attention is directed to the fact that an intelligent transportation system (ITS) technical qualification is required of all prospective bidders. Refer to Special Provision to Item 2 included in the proposal or contact the Traffic Safety Division at ITS_Tech_Qual@txdot.gov or (512) 416-3118 for more information. The ITS technical qualification is in addition to financial prequalification as required by the Construction Division. The ITS technical qualification does not relieve the Contractor of any requirements found in the Specifications. Categories of work applicable to this project and defined in the Special Provision to Item 2 include "Category A. Pulling Fiber Optic Cable."

Special Provision to Item 000

Important Notice to Contractors



1. GENERAL

The Contractor’s attention is directed to the fact that there are experience requirements associated with the Intelligent Transportation Systems (ITS) items contained on this project. The Contractor or its subcontractor must provide information to the Engineer that it meets these requirements with the initial submittals for the pertinent bid items and before installing or testing ITS items. Following are the ITS items and requirements that must be met if the item is on this project.

Should the Contractor have subcontractors that meet the following requirements, and should these subcontractors be unable to complete the ITS items contained within the project, the Contractor must resubmit qualification material of alternate subcontractors for approval before the applicable category of work can be continued.

1.1. **Category A. Pulling Fiber Optic Cable.** Contractor or subcontractor must meet the following experience requirements:

- three yr. continuous existence offering services in the installation of fiber optic cable through an outdoor conduit system and terminating in ground boxes, field cabinets or enclosures, or buildings; and
- three completed projects where the personnel pulled fiber optic cable, minimum 5 mi. in length, through an outdoor conduit system for each project. The completed fiber optic cable systems must have been in continuous satisfactory operation for at least 1 yr.

1.2. **Category B. Splicing and Testing of Fiber Optic Cable.** Contractor or subcontractor must meet the following experience requirements:

- three yr. continuous existence offering services in the fields of fusion splicing and testing of fiber optic cable installed through a conduit system and terminating in ground boxes, field cabinets or enclosures, or buildings. Experience must include the following:
 - termination of at least 48 fibers within a fiber distribution frame,
 - optical time-domain reflectometer (OTDR) testing and measurement of end-to-end attenuation of single-mode and multimode fibers,
 - system troubleshooting and maintenance,
 - training of personnel in system maintenance,
 - use of watertight splice enclosures, and
 - fusion splicing of fiber optic cable that meets the tolerable decibel (dB) losses shown in Table 1; and

**Table 1
Tolerable dB Losses**

Mode	dB Loss Range
Single mode	0.05–0.10
Multimode	0.20–0.30

- three completed projects where the personnel performed fiber optic cable splicing and terminations, system testing, system troubleshooting, and maintenance during the project and provided training in system maintenance. Each project must have consisted of a minimum 5-mi. length of fiber optic cable. The completed fiber optic cable systems must have been in continuous satisfactory operation for at least 1 yr.

- 1.3. **Category C. System Integration.** Contractor or subcontractor must meet the following experience requirements:
- three yr. providing system integration on wire line and wireless projects, including, but not limited to, programming of layer 2 Ethernet switches, integrating into existing systems, and coordination with traffic management centers; and
 - three completed projects requiring system integration and configuration of hardware, including, but not limited to Ethernet switches, video encoders and decoders, and radios.
- 1.4. **Category D. Dynamic Message Sign (DMS) Installation.** Contractor or subcontractor must meet the following experience requirements:
- three yr. continuous existence offering services in the installation of DMS signs;
 - three completed projects consisting of at least two signs in each project where the personnel installed, integrated, and tested DMS on outdoor, permanently mounted overhead structures and pertinent sign control equipment. The completed sign system installations must have been in continuous satisfactory operation for at least 1 yr.; and
 - one project (may be one of the three projects in the preceding bulleted item) in which the personnel worked in cooperation with technical representatives of the equipment supplier to perform the installation, integration, or acceptance testing of the work. The Contractor will not be required to furnish equipment on this project from the same supplier that was referenced in the qualification documentation.
- 1.5. **Category E. Closed-Circuit Television (CCTV) Equipment Installation.** Contractor or subcontractor must meet the following experience requirements:
- three yr. continuous existence offering services in the installation of CCTV camera systems;
 - three completed projects consisting of at least five cameras in each project where the personnel installed, tested, and integrated CCTV cameras on outdoor, permanently mounted structures and pertinent camera control and transmission equipment. The completed CCTV camera system installations must have been in continuous satisfactory operation for at least 1 yr.; and
 - one project (may be one of the three projects in the preceding bulleted item) in which the personnel worked in cooperation with technical representatives of the equipment supplier to perform installation, integration, or acceptance testing of the work. The Contractor will not be required to furnish equipment on this project from the same supplier that was referenced in the qualification documentation.
- 1.6. **Category F. Wireless Communications.** Contractor or subcontractor must meet the following experience requirements:
- three yr. continuous existence offering services in the installation of wireless communications. Experience must include the following:
 - conducting radio installation studies, including signal noise studies, spectrum analysis, antenna gain and radio power calculations, system attenuation, and measurement of standing wave ratios;
 - installation, troubleshooting, and repair of broadband radio systems, including equipment installation, configuration of radios, antenna calibration, and cabling; and
 - installation, troubleshooting, and repair of interconnected Ethernet networks (local area network and wide area network), including cabling, switch or router configuration, and network analysis;
 - three projects consisting of wireless communications installation, troubleshooting, and repair. Each project must include transmitting signals over at least 1-mi. distance and installation of at least three devices; and
 - one project (may be one of the three projects in the preceding bulleted item) in which the personnel worked in cooperation with technical representatives of the equipment supplier to perform installation, integration, or acceptance testing of the work. The Contractor will not be required to furnish equipment on this project from the same supplier that was referenced in the qualification documentation.

1.7. **Category G. Radar Detection Systems.** Contractor or subcontractor must meet the following experience requirements:

- three yr. continuous existence offering services in the installation of radar detection systems. Experience must include the following:
 - freeway and arterial management,
 - forward fire and side fire applications,
 - single-zone and dual beam detection, and
 - equipment setup, testing, and troubleshooting;
- three projects consisting of installation, configuration, and setup of radar detection systems; and
- one project (may be one of the three projects in the preceding bullet) in which the personnel worked in cooperation with technical representatives of the equipment supplier to perform installation, integration, or acceptance testing of the work. The Contractor will not be required to furnish equipment on this project from the same supplier that was referenced in the qualification documentation.

Special Provision 000

Important Notice to Contractors



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 43 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 Division 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.

3. CONTRACTOR EVALUATIONS

In accordance with 43 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 noncompliance is final.

4. DIVISION OVERSIGHT

Upon request of the Construction Division 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 000

Certificate of Interested Parties (Form 1295)



Submit 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 million or more,
- at any time an existing Contract awarded by the District Engineer or Chief Engineer increases in value to \$1 million or more because of changes in the Contract,
- at any time there is an increase of \$1 million or more to an existing Contract (e.g., change orders, extensions, and renewals), and
- 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 for completing and filing the form are available on the Texas Ethics Commission website.

Special Provision to Item 000

Small Business Enterprise in State-Funded Projects



1. DESCRIPTION

The purpose of this Special Provision is to implement the Department's policy of ensuring that SBEs have an opportunity to participate in the performance of Contracts. If the SBE goal is greater than zero, Section 2.1., "Article A—SBE Goal is Greater than Zero," will apply to this Contract; otherwise, Section 2.2., "Article B—No SBE Goal," will apply. The percentage goal for SBE participation in the work to be performed under this Contract will be in accordance with the proposal.

2. DEFINITIONS

A Small Business Enterprise (SBE) is a firm certified as such by the Department. Firms certified as Historically Underutilized Businesses (HUBs) by the Texas Comptroller of Public Accounts and as Disadvantaged Business Enterprises (DBEs) by the Texas Uniform Certification Program automatically qualify as SBEs.

2.1. Article A—SBE Goal is Greater than Zero.

2.1.1. Policy. The Department is committed to providing contracting opportunities for small businesses. Therefore, it is the Department's policy to develop and maintain a program to facilitate contracting opportunities for small businesses. Consequently, the requirements of the Department's SBE Program apply to this Contract as follows.

The Contractor will make a good faith effort to meet the SBE goal for this Contract.

The Contractor and any subcontractors will not discriminate on the basis of race, color, national origin, age, disability, or sex in the award and performance of this Contract. These nondiscrimination requirements must be incorporated into any subcontract and purchase order.

After a conditional award is made to the low Bidder, the Department will determine the adequacy of a Contractor's efforts to meet the Contract goal, in accordance with Section 2.1.2., "Contractor's Responsibilities." If the requirements in accordance with Section 2.1.2., "Contractor's Responsibilities," are met, the Contract will be forwarded to the Contractor for execution.

The Contractor's performance in meeting the SBE goal during the construction period of the Contract will be monitored by the Department.

2.1.2. Contractor's Responsibilities. These requirements must be satisfied by the Contractor. An SBE Contractor may satisfy the SBE requirements by performing at least 25% of the Contract work with their own organization in accordance with Item 8, "Prosecution and Progress."

The Contractor must complete an SBE Commitment Agreement Form for each SBE-certified firm the Contractor intends to use to satisfy the SBE goal. The SBE Commitment Agreement Form must be submitted to the Department's Civil Rights Division (CIV) in Austin, Texas, no later than 5 P.M. on the 10th business day, excluding national holidays, after the conditional award of the Contract. When requested, additional time not to exceed 7 business days, excluding national holidays, may be granted based on documentation submitted by the Contractor.

A Contractor that cannot meet the Contract goal, in whole or in part, must document the good faith efforts taken to meet the SBE goal. The Department will consider as good faith efforts all documented explanations

that are submitted and that describe a Contractor's failure to meet an SBE goal or obtain SBE participation, including:

- advertising in general circulation, trade association, and minority- or women-focused media regarding subcontracting opportunities,
- dividing the Contract work into reasonable portions in conformance with standard industry practices,
- documenting reasons for rejection or meeting with the rejected SBE to discuss the rejection,
- providing qualified SBEs with adequate information pertinent to bonding, insurance, plans, Specifications, scope of work, and the requirements of the Contract,
- negotiating in good faith with qualified SBEs, not rejecting qualified SBEs that are also the lowest responsive Bidder; and
- using the services of available minorities and women; community organizations; Contractor groups; local, state, and federal business assistance offices; and other organizations that provide support services to SBEs.

The good faith effort documentation is due at the time and place in accordance with this Section. CIV will evaluate the Contractor's documentation. If it is determined that the Contractor has failed to meet the good faith effort requirements, the Contractor will be given an opportunity for reconsideration by the Department.

Should the Bidder to which the Contract is conditionally awarded refuse, neglect, or fail to meet the SBE goal or demonstrate to the Department's satisfaction sufficient efforts to obtain SBE participation, the proposal guaranty filed with the bid will become the property of the State, not as a penalty, but as liquidated damages.

The Contractor must not terminate an SBE subcontractor submitted on a commitment agreement for a Contract with an assigned goal without the prior written consent of the Department.

The Contractor must designate an SBE contact person who will administer the Contractor's SBE program and who will be responsible for submitting reports, maintaining records, and documenting good faith efforts to use SBEs.

The Contractor must inform the Department of the representative's name, title, and telephone number within 10 days of beginning work.

2.1.3. **Eligibility of SBEs.** The Department certifies the eligibility of SBEs.

Firms certified as SBEs are listed in the Department's online directory located at <https://txdot.txdotcms.com/>.

Only firms certified at the time of letting or at the time the commitments are submitted are eligible to be used in the information furnished by the Contractor in accordance with Section 2.1.2., "Contractor's Responsibilities."

Certified HUBs and DBEs are eligible as SBEs.

The Department's SBE Program is governed by 43 TAC, Chapter 9, Subchapter K, "Small Business Enterprise (SBE) Program."

2.1.4. **Determination of SBE Participation.** SBE participation will be counted toward meeting the SBE goal in this Contract in accordance with the following.

A Contractor will receive credit for all payments actually made to an SBE for work performed and costs incurred in accordance with the Contract, including all subcontracted work.

An SBE Contractor or subcontractor may not subcontract more than 75% of a Contract. The SBE must perform no less than 25% of the value of the Contract work with their own organization in accordance with Item 8.

An SBE may lease equipment consistent with standard industry practice. An SBE may lease equipment from the prime Contractor if a rental agreement, separate from the subcontract specifying the terms of the lease arrangement, is approved by the Department before the SBE starting the work in accordance with the following.

- If the equipment is of a specialized nature, the lease may include the operator. If the practice is generally acceptable with the industry, the operator may remain on the lessor's payroll. The operator of the equipment must be subject to the full control of the SBE, for a short term, and involve a specialized piece of heavy equipment readily available at the jobsite.
- For equipment that is not specialized, the SBE must provide the operator and be responsible for all payroll and labor compliance requirements.

- 2.1.5. **Records and Reports.** The Contractor must submit monthly reports of SBE payments (including payments to HUBs and DBEs) to the Area Engineer's Office after work begins. These reports will be due within 15 days after the end of a calendar month.

These reports will be required until all SBE subcontracting or supply activity is completed. The SBE Progress Report must be used for monthly reporting. Upon completion of the Contract and before receiving the final payment, the Contractor must submit the SBE Final Report to the Area Engineer's Office and a copy to the District Construction Office. These forms may be obtained from CIV and reproduced as necessary. The Department may verify the amounts being reported as paid to SBEs by randomly requesting copies of invoices and cancelled checks paid to SBEs. When the SBE goal requirement is not met, documentation supporting good faith efforts, in accordance with Section 2.1.2., "Contractor's Responsibilities," must be submitted with the SBE Final Report.

SBE subcontractors and suppliers should be identified on the monthly report by SBE certification number, name, and the amount of actual payment made to each during the monthly period. These reports are required regardless of whether SBE activity has occurred in the monthly reporting period.

All such records must be retained for 3 yr. following completion of the Contract work and be available at reasonable times and places for inspection by authorized representatives of the Department.

- 2.1.6. **Compliance of Contractor.** To ensure compliance with SBE requirements of this Contract, the Department will monitor the Contractor's efforts to involve SBEs during the performance of this Contract. This will be accomplished by a review of monthly reports submitted by the Contractor indicating their progress in achieving the SBE Contract goal and by compliance reviews conducted 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 employ remedies as the Department deems appropriate in the terms of the Contract.

- 2.2. **Article B—No SBE Goal.**

- 2.2.1. **Policy.** It is the Department's policy that SBEs will have an opportunity to participate in the performance of Contracts.

- 2.2.2. **Contractor's Responsibilities.** If there is no SBE goal, the Contractor must offer SBEs an opportunity to participate in the performance of Contracts and subcontracts. If an SBE is used, the requirements in accordance with Section 2.1.4., "Determination of SBE Participation," will apply.

- 2.2.3. **Prohibit Discrimination.** The Contractor and any subcontractor will not discriminate on the basis of race, color, national origin, religion, age, disability, or sex in the award and performance of Contracts. These nondiscrimination requirements must be incorporated into any subcontract and purchase order.

- 2.2.4. **Records and Reports.** The Contractor must submit annual reports pertinent to SBEs (including HUBs and DBEs) to the Area Engineer's Office by August 31 or at project completion, whichever comes first.

These reports will be required until all SBE subcontracting or supply activity is completed. The SBE Progress Report must be used for reporting. Upon completion of the Contract and before receiving the final payment, the Contractor must submit the SBE Final Report to the Area Engineer's Office and a copy to the District Construction Office. These forms may be obtained from CIV and reproduced as necessary. The Department may verify the amounts being reported as paid to SBEs by randomly requesting copies of invoices and cancelled checks paid to SBEs.

SBE subcontractors and suppliers should be identified on the report by SBE certification number, name, and the amount of actual payment made.

All such records must be retained for 3 yr. following completion of the Contract work and be available at reasonable times and places for inspection by authorized representatives of the Department.

Special Provision 000

Schedule of Liquidated Damages



For Dollar Amount of Original Contract		Dollar Amount of Daily Contract Administration Liquidated Damages per Working Day
From More Than	To and including	
0	1,000,000	760
1,000,000	3,000,000	968
3,000,000	5,000,000	1107
5,000,000	15,000,000	1527
15,000,000	25,000,000	2095
25,000,000	50,000,000	3072
50,000,000	Over 50,000,000	5093

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

Special Provision to Item 8 Prosecution and Progress



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

Article 8.1., "Prosecution of Work," is voided and replaced by the following.

Begin work within 60 calendar days after the authorization date to begin work. Prosecute the work continuously to completion within the working days specified. Unless otherwise shown on the plans, work may be prosecuted in concurrent phases if no changes are required to the traffic control plan or if a revised traffic control plan is approved. Notify the Engineer at least 24 hr. before beginning work or before beginning any new operation. Do not start new operations to the detriment of work already begun. Minimize interference to traffic.

For Contracts with callout work and work orders, begin work in the right of way within the specified time and continuously prosecute the work until completion.

Special Specification 3002

Reinforced Paving Mat for Asphalt Pavement Overlays



1. DESCRIPTION

Furnish and place a high-strength (HS) paving mat within the pavement structure as a moisture barrier and stress-relieving interlayer. The HS paving mat must have an elastomeric polymer coating; bitumen coatings are not eligible for consideration.

- 1.1. **Quality Control.** Before installing the paving mat, arrange a meeting onsite with the manufacturer's representative and, when applicable, the paving mat installer. Notify the Engineer at least 3 days in advance of the time of the meeting.

A manufacturer's representative must be present, at minimum, for the first day of installation of the engineered paving mat and available thereafter upon request by the Engineer.

2. MATERIALS

- 2.1. **Paving Mat.** Provide paving mat in accordance with Table 1. Provide a copy of the manufacturer's specifications to the Engineer at the preconstruction meeting or no later than 5 working days before installation. Material must be certified as manufactured in the United States.

Table 1
Paving Mat Properties

Property	Test Method	Min	Max
Asphalt Retention, L/m ²	D6140	0.46	–
Fabric Weight, g/m ²	D5261	237	–
Tensile Strength, MD & CMD, ken/m	D5035	50	–
Strain at Maximum Load, %	D5035	–	5
Puncture Strength, N	D6241	1,780	–
Melting Point, °C	D276	232	–
Permeability, cm/sec.	D5084	–	3.2 × 10 ⁻¹¹
Recyclability Without Screening, %	AASHTO T 283-07	>95% of control	–
Reinforcement Fiberglass Strand Spacing, in.	–	–	<0.25
60 min. Coating Solubility Test ¹	–	Pass	

1. Submerge a 2-in. × 2-in. sample in D-Limonene or other approved solvent for 60 min. The result is passing if the solvent remains clear.

- 2.1.1. **Storage and Handling.** Store the paving mat in accordance with the manufacturer's recommendations in a dry covered condition free of dust, dirt, and moisture.

- 2.2. **Tack Coat.** Furnish a PG 64-28 or higher binder tack coat as shown on the plans that meets Item 300, "Asphalts, Oils, and Emulsions." 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 the Specification. The Engineer will obtain the sample from the asphalt distributor immediately before use. The rate must be shown on the plans and paid for separately.

3. CONSTRUCTION

- 3.1. **Surface Preparation.** 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 any

material. Remove vegetation from pavement edges. Mill rutted and low spots in the pavement or place a leveling course as shown on the plans.

Do not place asphalt binder or the paving mat when weather conditions, in the judgment of the Engineer, are not suitable. Air and pavement temperatures must allow the tack coat to hold the paving mat in place. The air temperature must be 50°F and rising for placement of the asphalt tack coat.

- 3.2. **Tack Coat.** 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 a thin, uniform tack coat to all contact surfaces of curbs, structures, and all joints. Prevent splattering of tack coat when placed adjacent to curb, gutter, and structures. Roll the tack coat using a pneumatic tire roller to remove streaks and other irregular patterns when directed. Apply tack coat to an area 4 in. wider than the paving mat, and wide enough to cover any overlaps. Do not allow traffic on the tack coat.

- 3.3. **Paving Mat Placement.** Place the paving mat promptly onto the tack coat with minimum folds or wrinkles. As directed, wrinkles or folds greater than 1 in. must be slit and laid flat or pulled out and replaced. Apply additional tack coat as needed to repaired areas, or to any other areas as directed, to achieve adequate bond to the substrate. Remove and replace damaged paving mat with cuts, tears, or any other apparent damage in conformance with the manufacturer's recommendations. Replacement paving mat must be of the same type of material and must be paid for by the Contractor.

Pneumatic tire rolling must be used to remove air bubbles and to maximize paving mat contact with the pavement surface, in conformance with the manufacturer's specifications and to the satisfaction of the Engineer. Longitudinal overlaps require 1 in.–2 in. minimum. Transverse overlaps require 2 in.–4 in. minimum.

Broadcast clean sand or loose asphalt concrete mix to cover any excess tack coat that bleeds through the paving mat under normal construction traffic. Remove any excess sand from the interlayer before placing the hot-mix asphalt (HMA) overlay.

Do not allow traffic, except necessary construction traffic or emergency vehicles, on the paving mat, unless approved. If traffic on the interlayer is approved, lightly broadcast clean sand over the paving mat interlayer. Remove any loose sand before paving.

Closely follow placement of the paving mat with the first lift of the HMA overlay. Place overlays on the same day, unless otherwise approved. If rain falls on the paving mat before the placement of the first lift of HMA overlay, allow the paving mat to dry before the HMA is placed. Do not place mix at temperatures higher than the melting point of the paving mat.

4. MEASUREMENT

- 4.1. **Tack Coat.** Tack coat material will be measured in gallons at the applied temperature by strapping the distributor tank before and after road application.
- 4.2. **Paving Mat.** The paving mat will be measured by the square yard of roadway on which it is placed.

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 "Paving Mat" and "Tack Coat" of the type and grade specified. This price is full compensation for cleaning the existing pavement; furnishing, preparing, hauling, and placing all materials; all manipulation, including rolling; and all labor, tools, equipment, and incidentals necessary to complete the work.

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