



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

## September 27, 2023 AGENDA ITEM #9

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Discuss and consider approving a contract with Dan Williams Company for construction of the County Line Road Project funded by Travis County

Strategic Plan Relevance:	Collaboration
Department:	Engineering
Contact:	Mike Sexton, P.E., Acting Director of Engineering
Associated Costs:	\$3,090,699.75
Funding Source:	Travis County 2017 Bond Funds
Action Requested:	Consider and act on draft resolution

**Project Description/Background** – The County Line Road at Elm Creek Project is one of six Travis County 2019 Bond Program projects that the Mobility Authority is assisting Travis County in delivering. This project improves the low water crossing at Elm Creek on County Line Road by raising the profile of the road and replacing drainage culverts.

**Previous Actions & Brief History of the Program/Project:** On September 11<sup>th</sup>, 2019, the Board approved an interlocal agreement with Travis County and authorized the Executive Director to take all such actions necessary to complete the work contemplated in the interlocal agreement for the delivery of six Travis County projects including the County Line Road at Elm Creek Project. Travis County Commissioners Court approved the interlocal agreement on August 27, 2019. Travis County is funding all project development and construction costs up to an approved budget amount plus reimburse the Mobility Authority a 2% administrative fee. On June 29<sup>th</sup>, 2020, the Executive Director executed a contract for Professional Engineering Services with Binkley & Barfield, Inc. to develop the Plans, Specifications, and Estimate for the County Line Road Project.

**Construction Contract Procurement Timeline:**

- August 16, 2023: Advertised Project
- August 23, 2023: Pre-Bid Meeting
- September 19, 2023: Bid Opening

**Bids:** A total of 3 bids were received and came in as shown below.

<b>Contractor</b>	<b>Bid Price</b>	<b>Responsive Bid</b>
Capital Excavation Company	\$3,090,699.75	Yes
Chasco Constructors	\$3,284,488.00	Yes
Dan Williams Company	\$3,587,314.10	Yes

The lowest responsive and responsible bidder is Dan Williams Company at \$3,090,669.75. The Engineer's Estimate was \$3,570,653.90

The bid has been reviewed by the Authority, approved by the County Project Manager and the lowest responsive and responsible bidder is Dan Williams Company.

**Financing:** Travis County 2017 Bond Funds

**Action requested/Staff Recommendation:** Staff recommends that the Board award the contract for construction of the County Line Road Project to Dan Williams Company and authorize the Executive Director to execute a contract with Dan Williams Company in an amount not to exceed \$3,090,699.75 for construction of the County Line Road Project.

**Backup provided:**

- Draft Resolution
- Draft Contract
- County Bid Approval

**GENERAL MEETING OF THE BOARD OF DIRECTORS  
OF THE  
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

**RESOLUTION NO. 23-0XX**

**AWARDING A CONSTRUCTION CONTRACT FOR  
THE COUNTY LINE ROAD PROJECT**

WHEREAS, by Resolution No. 19-046, dated September 11, 2019, the Board approved an Interlocal Agreement with Travis County to develop and deliver six projects identified in Travis County's 2017 Bond Program including a project to improve the low water crossing at Elm Creek on County Line Road by raising the profile of the road and replacing drainage culverts (the "County Line Road Project"); and

WHEREAS, all project development and construction costs for the County Line Road Project will be fully funded by Travis County, including a fee in the amount of two percent (2%) of the project cost to reimburse the Mobility Authority for its administrative expenses; and

WHEREAS, the Mobility Authority advertised the County Line Road Project on August 16, 2023, and received three (3) bids by the bid opening on September 19, 2023; and

WHEREAS, the bids were evaluated by engineering staff who determined the lowest responsive and responsible bidder to be Dan Williams Company; and

WHEREAS, Travis County has reviewed the bids and concurred that the lowest responsive and responsible bidder is Dan Williams Company; and

WHEREAS, after reviewing the engineering staff's evaluation, the Executive Director recommends the Board approve a contract with Dan Williams Company for construction of the County Line Road Project in an amount not to exceed \$3,090,699.75 and in the form published in the bid documents attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors approves a contract with Dan Williams Company for construction of the County Line Road Project in an amount not to exceed \$3,090,699.75 and hereby authorizes the Executive Director to finalize and execute the contract in the form or substantially the same form published in the bid documents attached hereto as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27<sup>th</sup> day of September 2023.

Submitted and reviewed by:

Approved:

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James M. Bass  
Executive Director

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Robert W. Jenkins, Jr.  
Chairman, Board of Directors

**Exhibit A**



CENTRAL TEXAS REGIONAL  
**MOBILITY AUTHORITY**

# **COUNTY LINE ROAD CONSTRUCTION PROJECT**

CTRMA Contract No.: 20CLR2271C

Bid Documents

Advertisement: August 16, 2023

Pre-Qualification Deadline: 12:00 PM September 5, 2023

Bid Date: 2:00 PM September 19, 2023

Central Texas Regional Mobility Authority

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COUNTY LINE ROAD CONSTRUCTION PROJECT

CTRMA CONTRACT NO. 20CLR2271C

FOR ROADWAY AND DRAINAGE IMPROVEMENTS

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BID DOCUMENTS  
CONTRACT AND CONTRACT BOND  
SPECIAL PROVISIONS  
SPECIAL SPECIFICATIONS  
PLANS

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August 16, 2023

Central Texas Regional Mobility Authority

COUNTY LINE ROAD CONSTRUCTION PROJECT

CTRMA CONTRACT NO. 20CLR2271C

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# CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

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## COUNTY LINE ROAD CONSTRUCTION PROJECT

CTRMA CONTRACT NO. 20CLR2271C

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### INVITATION TO BID

Electronic proposal forms for the above project shall be submitted via the project's CivCast <https://www.civcastusa.com/project/64db8b5990f39b5daeb2d384/summary> to the Central Texas Regional Mobility Authority (Authority), by **2:00 PM local time, September 19, 2023**. The bids will be publicly posted via the project's CivCast website within 48 hours after the bids are opened.

The contractor will have one hundred forty-seven (147) working days after the date stated in the written Full Notice to Proceed to achieve full completion of all work. The Authority reserves the right to make changes in the work to complete the contract, as defined in the specifications.

Upon execution of the contract, a Partial Notice to Proceed (NTP) may be issued at the sole discretion of the Authority to allow the Contractor to perform such tasks as secure materials on hand, produce shop drawings for approval, etc. No time charges will be incurred until a Full NTP is issued.

A Full NTP will be issued no later than 180 calendar days after award for the Contractor to begin work. Time charges will begin accruing upon issuance of the Full NTP.

The complete list of quantities is located in the Bid Form. The principal items of work are as follows:

- Preparing ROW
- Excavation
- Embankment
- Topsoil
- Flex Base
- Lime Treated Base
- Geogrid
- Cement Stabilized Backfill
- Hot-Mix Asphalt Pavement
- Concrete Riprap
- Stone Riprap
- Concrete Rail
- Box Culverts
- Reinforced Concrete Pipe
- Drainage Structure Removal
- Barricades, Signs, & Traffic Handling
- Temporary Sediment Controls
- Metal Beam Guard Fence
- Small Signs
- Pavement Markings

The Official Bid Form for this Contract will be made available to prospective bidders who have met all prequalification requirements on or before 5:00 PM local time, on September 6, 2023 via the project's CivCastUSA website <https://www.civcastusa.com/project/64db8b5990f39b5daeb2d384/summary>.

Prequalification requirements:

- Be registered with State of Texas,
- Be fully prequalified by Texas Department of Transportation (TxDOT),
- Have a bidding capacity per TxDOT prequalification system of \$4,000,000
- Submit a valid Non-Collusion Affidavit, Debarment Affidavit, and Child Support Statement,

The deadline for meeting the prequalification requirements and still obtaining an Official Bid Form is September 5, 2023 at Noon.

The Authority cannot be held liable in the event a party is unable to submit a valid bid due to delay in the prequalification procedure. Securing prequalification through TxDOT and the timing thereof, shall at all times be the sole responsibility of the Prospective Bidder.

Complete Contract documents will be available on August 16, 2023 for potential bidders and others through the Authority's website ([www.mobilityauthority.com](http://www.mobilityauthority.com)) and CivCast's website <https://www.civcastusa.com/project/64db8b5990f39b5daeb2d384/summary>.

Standard Specifications (Texas Department of Transportation "Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges", November 1, 2014) which form an integral part of this Contract, are available on line at the Texas Department of Transportation (TxDOT) website (<https://www.txdot.gov/business/resources/txdot-specifications.html>).

The contract will be awarded in accordance with the Authority's Procurement policy. A copy of the Procurement Policy is available online at the Authority website: (<https://www.mobilityauthority.com/about/policy-disclaimers/code>).

For more information, please submit a question to the project team through CivCast.com.

Each bid must be accompanied by a Bid Guaranty consisting of a Bid Bond (on the form provided) in the amount of at least five percent (5%) of the Total Bid Amount. The apparent low bidder shall deliver the original sealed Bid Bond to CTRMA within five (5) calendar days of such notification.

An overall combined goal of 20.13% has been established for Historically Underutilized Businesses (HUB) per the Travis County HUB Program.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY  
James Bass, Executive Director  
Austin, Texas

**Central Texas Regional Mobility Authority**

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**COUNTY LINE ROAD CONSTRUCTION PROJECT**

**CTRMA CONTRACT NO. 20CLR2271C**

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**BID DOCUMENT CHECKLIST**

Prior to submitting a bid, prospective bidders should review the checklist below to ensure that the bid is accepted and not declared nonresponsive. No joint venture participants will be allowed.

**Bid Document:**

- Are you aware if your affiliates are bidding on the same project?
- Are you pre-qualified by TxDOT through the Confidential Questionnaire process and have a bidding capacity of \$4,000,000?
- Have you submitted a valid Non-Collusion Affidavit, Debarment Affidavit, and Child Support Statement in order to receive an Official Bid Form?

**Bid Document Preparation:**

- Is the bid being submitted on the Official Bid Form via the CivCast website?
- Are you submitting only one bid for this project?
- Is the bid signed by your company representative or each joint venture participant?
- Have you entered prices for all bid items?
- Does the bid document contain all items included in the Official Bid Form?
- Does the bid document contain a total bid value?
- Is the bid free of any additional conditions not included in the bid document provided to you?
- Have you electronically submitted a complete and executed Bid Bond?
- Have you acknowledged each Addendum on CivCast and electronically submitted the Receipt of Addenda Form
- Have you completed and electronically submitted the HUB declaration Form?

Bid Bonds:

- Is the bid bond signed by the surety?
- Is the bid bond signed by the company representative?
- Is the exact name of the contractor(s) listed as the principal?
- Is the impressed surety seal affixed to the bid bond?
- Does the name on the surety seal match the name of the surety on the bond?
- Is the bond dated on or earlier than the letting date of the project?
- Is the signer for the surety listed on the power of attorney attached to the bond?
- Is the surety authorized to issue the bond?

Bid Document Submission:

- Are you aware of the time and date deadline for submission for the bid document?
- Are you submitting a complete bid document?

**COUNTY LINE ROAD CONSTRUCTION PROJECT**  
**Unofficial Bid Form**

To receive Official Bid Form, request via the project's CivCast website.

ITEM NO.	DESC. CODE	DESCRIPTION	UNIT	QTY	UNIT PRICE
100	6002	PREPARING ROW	STA	10.00	
104	6009	REMOVING CONC (RIPRAP)	SY	481.00	
105	6015	REMOVING STAB BASE & ASPH PAV (8"-10")	SY	2485.00	
110	6001	EXCAVATION (ROADWAY)	CY	950.00	
110	6002	EXCAVATION (CHANNEL)	CY	2666.00	
132	6006	EMBANKMENT (FINAL)(DENS CONT)(TY C)	CY	2788.00	
132	6007	EMBANKMENT (FINAL)(ORD COMP)(TY D)	CY	100.00	
160	6003	FURNISHING AND PLACING TOPSOIL (4")	SY	2974.00	
164	6021	CELL FBR MLCH SEED(PERM)(RURAL)(SANDY)	SY	2974.00	
169	6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	SY	2422.00	
216	6001	PROOF ROLLING	HR	3.00	
260	6016	LIME (HYD, COM, OR QK(SLURRY))	TON	41.00	
260	6027	LIME TRT (EXST MATL)(8")	SY	3114.00	
310	6027	PRIME COAT(MC-30 OR AE-P)	GAL	709.00	
400	6005	CEM STABIL BKFL	CY	638.00	
401	6001	FLOWABLE BACKFILL	CY	10.00	
402	6001	TRENCH EXCAVATION PROTECTION	LF	74.00	
403	6001	TEMPORARY SPL SHORING	SF	3306.00	
432	6003	RIPRAP (CONC)(6 IN)	CY	28.00	
432	6033	RIPRAP (STONE PROTECTION)(18 IN)	CY	555.00	
432	6045	RIPRAP (MOW STRIP)(4 IN)	CY	24.00	
450	6006	RAIL (TY T223)	LF	584.00	
462	6042	CONC BOX CULV (12 FT X 8 FT)	LF	170.00	
462	6207	CONC BOX CULV (12 FT X 11 FT)	LF	197.00	
464	6017	RC PIPE (CL IV)(18 IN)	LF	48.00	
466	6255	WINGWALL (PW - 1) (HW=11 FT)(MOD)	EA	2.00	
466	62XX	WINGWALL (PW - 1) (HW=14 FT)	EA	2.00	
467	6363	SET (TY II) (18 IN) (RCP) (6: 1) (P)	EA	2.00	
479	6004	ADJUSTING MANHOLES(SANITARY)	EA	1.00	
496	6004	REMOV STR (SET)	EA	2.00	
496	6005	REMOV STR (WINGWALL)	EA	4.00	
496	6006	REMOV STR (HEADWALL)	EA	2.00	
496	6007	REMOV STR (PIPE)	LF	159.00	
496	6008	REMOV STR (BOX CULVERT)	LF	72.00	
496	6043	REMOV STR (SMALL FENCE)	LF	226.00	
500	6001	MOBILIZATION	LS	1.00	
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	5.00	
506	6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	172.00	
506	6003	ROCK FILTER DAMS (INSTALL) (TY 3)	LF	190.00	
506	6011	ROCK FILTER DAMS (REMOVE)	LF	362.00	
506	6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	129.00	
506	6024	CONSTRUCTION EXITS (REMOVE)	SY	129.00	
506	6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	1770.00	

ITEM NO.	DESC. CODE	DESCRIPTION	UNIT	QTY	UNIT PRICE
506	6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	1770.00	
530	6005	DRIVEWAYS (ACP)	SY	32.00	
540	6001	MTL W-BEAM GD FEN (TIM POST)	LF	87.50	
540	6006	MTL BEAM GD FEN TRANS (THRIE-BEAM)	EA	4.00	
542	6001	REMOVE METAL BEAM GUARD FENCE	LF	158.00	
544	6001	GUARDRAIL END TREATMENT (INSTALL)	EA	4.00	
544	6003	GUARDRAIL END TREATMENT (REMOVE)	EA	4.00	
552	6003	WIRE FENCE (TY C)	LF	400.00	
636	6001	ALUMINUM SIGNS (TY A)	SF	16.50	
644	6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	1.00	
644	6004	IN SM RD SN SUP&AM TY10BWG(1)SA(T)	EA	1.00	
644	6076	REMOVE SM RD SN SUP&AM	EA	1.00	
658	6014	INSTL DEL ASSM (D-SW)SZ (BRF)CTB (BI)	EA	6.00	
658	6046	INSTL OM ASSM (OM-2X)(WC)GND	EA	4.00	
658	6067	INSTL DEL ASSM (D-DW)SZ 1(BRF)GF2	EA	7.00	
666	6283	REF PROF PAV MRK TY I(W)4"(SLD)(090MIL)	LF	1920.00	
666	6287	REF PROF PAV MRK TY I(Y)4"(SLD)(090MIL)	LF	1920.00	
672	6009	REFL PAV MRKR TY II-A-A	EA	96.00	
3076	6001	D-GR HMA TY-B PG64-22	TON	1552.00	
3076	6023	D-GR HMA TY-C PG70-22	TON	818.00	
5001	6002	GEOGRID BASE REINFORCEMENT (TY II)	SY	3527.00	
6001	6002	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2.00	
		CONTINGENCY ALLOWANCE	LS	1.00	\$120,000

(NOTE: Bidders shall **not** remove this bidding form from attached documents.)

**Central Texas Regional Mobility Authority**

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**COUNTY LINE ROAD CONSTRUCTION PROJECT**

**CTRMA CONTRACT NO. 20CLR2271C**

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**COUNTY LINE ROAD CONSTRUCTION PROJECT CONTRACT**

To the Central Texas Regional Authority  
3300 N I-35, Suite 300  
Austin, Texas 78705

Gentlemen:

I/we, the undersigned, declare: that no other person, firm or corporation is interested in this Bid; that I/we have carefully examined the Plans, Standard Specifications, Special Provisions, and all other documents pertaining to this Contract which form a part of this Bid as if set forth at length herein; that I/we understand that the quantities of items shown herein below are approximate only; that I/we have examined the location of the proposed work; that I/we agree to bind myself/ourselves, upon award to me/us by the Central Texas Regional Authority under this Bid, to enter into and execute a Contract, for the project named above; that I/we agree to start work within ninety (90) calendar days after the date stated in the written Notice-to-Proceed (Item 8.1 of the Specifications), to furnish all necessary materials, provide all necessary labor, equipment, tools and plant, pay for all required insurance, bonds, permits, fees and service, and do all required work in strict compliance with the terms of all documents comprising said Contract, and to substantially complete the entire project within one hundred forty-seven (147) working days after Notice-to-Proceed; and that I/we agree to accept as full compensation for the satisfactory prosecution of this project the contractual bid amount after it is adjusted based on the terms and conditions specified in the contract.

The quantities shown in the above schedule of items are considered to be approximate only and are given as the basis for comparison of bids. The Authority may increase or decrease the amount of any item or portion of the work as may be deemed necessary or expedient. Any increase or decrease in the amount of any item or portion of work will be added or deducted from the total Contract bid price based on the terms and conditions specified in TxDOT Specification Item 4. It is understood that payment for this project will be by unit prices bid.

The cost of any work performed, materials furnished, services provided, or expenses incurred, whether or not specifically delineated in the Contract documents but which are incidental to the scope and plans, intent, and completion of this Contract, have been included in the price bid for the various items scheduled hereinabove.

Accompanying this Bid is a bid guaranty consisting of a Bid Bond (on the form provided) in the amount of at least five percent (5%) of the Official Total Bid Amount. It is hereby understood and agreed that said Bid Bond is to be forfeited as liquidated damages in the event that, on the basis of this Bid, the Authority should award this Contract to me/us and that I/we should fail to execute and deliver said Contract and the prescribed Contract Bond, together with the proof of proper insurance coverage and other necessary documents, all within fifteen (15) calendar days after award of the Contract; otherwise, said check or bond is to be returned to the undersigned.

Business Name of Bidder \_\_\_\_\_

Type of Organization            Individual          
   Partnership        
   Corporation    

Address of Bidder: \_\_\_\_\_

\_\_\_\_\_

Signature of Owner,  
Partner or Corp. Officer: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



Central Texas Regional Mobility Authority

COUNTY LINE ROAD CONSTRUCTION PROJECT

CTRMA CONTRACT NO. 20CLR2271C

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NON-COLLUSION AFFIDAVIT

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

I, \_\_\_\_\_, of the City of \_\_\_\_\_, County of \_\_\_\_\_ and State of \_\_\_\_\_, being of full age and duly sworn according to law on my oath depose and say:

That I am \_\_\_\_\_ (Title) of \_\_\_\_\_, the Bidder making the Bid submitted to the Central Texas Regional Mobility Authority, on the 19<sup>th</sup> day of September, 2023, for Contract No. 20CLR2271C in connection with County Line Road Construction Project; that I executed the said Bid with full authority to do so;

The said Bidder has not, directly or indirectly, entered into any combination or arrangement with any person, firm or corporation or entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding or which would increase the cost of construction or maintenance in connection with the said Contract; that no person or selling agency has been employed or retained to solicit or secure the said Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide full-time employees;

And that said Bidder is or has been a member of the following highway contractors' association during the preceding twelve months:

Name of Association	Location of Principal Office
_____	_____
_____	_____
_____	_____

I further warrant that all statements contained in said Bid and in this Affidavit are true and correct and made with full knowledge that the said Authority relies upon the truth of the statements contained in said Bid and in this Affidavit in awarding the said Contract.

Sworn to and subscribed  
before me this \_\_\_\_\_  
day of \_\_\_\_\_,  
20\_\_.

By: \_\_\_\_\_  
Person Signing Bid

Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**Central Texas Regional Mobility Authority**

\_\_\_\_\_  
COUNTY LINE ROAD CONSTRUCTION PROJECT

CTRMA CONTRACT NO. 20CLR2271C

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DEBARMENT AFFIDAVIT

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

I, \_\_\_\_\_, of the City  
of \_\_\_\_\_, County of \_\_\_\_\_ and State of  
\_\_\_\_\_, being of full age and duly sworn according to law on my oath  
depose and say:

That I am \_\_\_\_\_ (Title) of  
\_\_\_\_\_, the Bidder making  
the Bid submitted to the Central Texas Regional Mobility Authority, on the 19<sup>th</sup> day of September,  
2023, for Contract No. 20CLR2271C in connection with the County Line Road Construction  
Project; that I executed the said Bid with full authority to do so;

The said Bidder has not been excluded or disqualified from doing business on State or  
Federal projects;

And that said Bidder is or has been a member of the following highway contractors'  
association during the preceding twelve months:

Name of Association	Location of Principal Office
_____	_____
_____	_____
_____	_____

I further warrant that all statements contained in said Bid and in this Affidavit are true and correct and made with full knowledge that the said Authority relies upon the truth of the statements contained in said Bid and in this Affidavit in awarding the said Contract.

Sworn to and subscribed  
before me this \_\_\_\_\_  
day of \_\_\_\_\_,  
20\_\_\_\_.

By: \_\_\_\_\_  
Person Signing Bid

Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

## **CHILD SUPPORT STATEMENT**

**Under section 231.006, Family Code, the vendor or applicant certifies that the individual or business entities 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.**



## CHILD SUPPORT STATEMENT FOR NEGOTIATED CONTRACTS AND GRANTS

Under Family Code, Section 231.006, \_\_\_\_\_  
 Certifies that \_\_\_\_\_,  
 as of \_\_\_\_\_ is eligible to receive a grant, loan or payment and acknowledges  
 that any contract may be terminated and payment may be withheld if this certification is inaccurate.

List below the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application. This form must be updated whenever any party obtains a 25% ownership interest in the business entity.

NAME <i>(please print legibly, if handwritten)</i>	SOCIAL SECURITY NUMBER

Family Code, Section 231.006, specifies that a child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under a contract to provide property, materials, or services; or receive a state-funded grant or loan.

A child support obligor or business entity ineligible to receive payments described above remains ineligible until all arrearage have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

Except as provided in Family Code, Section 231.302(d), a social security number is confidential and may be disclosed only for the purposes of responding to a request for information from an agency operating under the provisions of Subchapters A and D of Title IV of the federal Social Security Act (42 U.S.C. Sections 601 et seq. and 651 et seq.)

**Central Texas Regional Mobility Authority**

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**COUNTY LINE ROAD CONSTRUCTION PROJECT**

**CTRMA CONTRACT NO. 20CLR2271C**

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**HISTORICALLY UNDERUTILIZED BUSINESS REQUIREMENTS**

The following goal for historically underutilized businesses (HUB) is established:

HUB – 20.13%

**Certification of HUB Goal Attainment**

By signing the bid, the Bidder certifies that the above HUB goal will be met by obtaining commitments equal to or exceeding the HUB percentage or that the Bidder will provide a good faith effort to substantiate the attempt to meet the goal.

Failure to comply commitments to meet the stated goal or provide a satisfactory good faith effort will be considered a breach of the requirements of the bid. As a result, the Bid Bond of the bidder will become property of the Authority and the bidder will be excluded from rebidding on the project when it is re-advertised.

## HUB PROGRAM DECLARATION

**Project Name: County Line Road Construction Project**

The term "Travis County" is deemed to also mean Central Texas Regional Mobility Authority.

In this Declaration, "Respondent" means the business submitting a response to this solicitation.

**The following NIGP/NAICS codes correspond to subcontracting opportunities identified by the HUB Staff:**

<b>912-44</b>	<b>Excavation</b>
<b>912-76</b>	<b>Striping streets</b>
<b>913-13</b>	<b>Construction, Bridge &amp; drawbridge</b>
<b>913-27</b>	<b>Construction, Heavy/Highway</b>
<b>913-45</b>	<b>Construction, Sewer and Storm Drain</b>
<b>913-47</b>	<b>Construction, Sidewalk &amp; driveway</b>
<b>913-56</b>	<b>Construction, Utility/Underground Projects</b>
<b>913-95</b>	<b>Paving/resurfacing, Highway &amp; Road</b>
<b>968-84</b>	<b>Traffic Controls</b>
<b>988-14</b>	<b>Erosion Control</b>

For questions related to the Declaration contact:

Jerome Guerrero

HUB Program Specialist

Phone: (512) 854-9700

Email: [hubstaff@traviscountytexas.gov](mailto:hubstaff@traviscountytexas.gov)

### **HUB Goals**

A Respondent must make a good faith effort to meet the County's Overall HUB goals to include HUBs as contractors and subcontractors. This contract has the following HUB Goals which may assist you with diversifying your subs.

<b>Contract Type</b>	<b>African American</b>	<b>Hispanic</b>	<b>Asian/Pacific Islander</b>	<b>Native American</b>	<b>Nonminority Female</b>	<b>Overall Goal</b>
Construction	1.46%	8.08%	1.65%	0.38%	8.56%	20.13%



**Section 1 – Respondent Information**

*\*ESBE/SBE do not apply towards achieving the minority and woman-owned goals.*

Company Name/DBA:		EIN/VID:	
Address:	City:	State:	Zip:
Contact:	Phone:	E-mail:	
Contact for Invoicing:	Phone:	E-mail:	
Bid Amount: \$	HUB Subcontractor %:	Non-HUB Subcontractor %:	%
Is the company a certified HUB?:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Ethnicity:	Gender:
Certifying Agency:	<input type="checkbox"/> City of Austin	<input type="checkbox"/> State of Texas	<input type="checkbox"/> TUCP <input type="checkbox"/> SCTRCA <input type="checkbox"/> Other

**Intentions for Meeting the Good Faith Effort**

***(Check the Box that Applies and Complete the Sections)***

- A self-performing HUB Respondent (Must complete Section 1, 4, and 5), or
- A Respondent proposing subcontractors that meet or exceed the applicable HUB goals (Must Complete Section 1, 4, and 5), or
- A Respondent proposing only HUBs to fulfill all subcontractors categories identified in the Declaration and substantially meeting the applicable HUB Goals (Must Complete Section 1, 4, and 5), or
- A Respondent that will perform all Good Faith Effort (GFE) outreach requirements. (Must Complete Section 1, 2, 3, 4, and 5)

**Section 2 - Outreach Notice to Community Partners and/or Plan Rooms**

Provide written notice to all Community Partners of each subcontracting opportunity that HUB Program staff identified. These Community Partners help identify potential HUBs by disseminating the opportunity to their members-participants.

**Date Notices Sent (mm/dd/yyyy):**

<b>Community Partners/Plan Rooms</b>	<b>E-mail Addresses</b>	<b>The Notice was Accepted</b>
Asian Contractor Association	asiancontractor@gmail.com	<input type="checkbox"/>
Austin Area Black Contractors Association	brc-pro@att.net	<input type="checkbox"/>
Austin Independent Business Alliance	rebecca@ibuyaustin.com	<input type="checkbox"/>
Austin-Metropolitan United Black Contractors	unism@sbcglobal.net	<input type="checkbox"/>
City of Austin Construction & Technology Center	juaquin.gonzalez@austintexas.gov	<input type="checkbox"/>
Greater Austin Black Chamber	admin@austinbcc.org	<input type="checkbox"/>
Greater Austin Asian Chamber of Commerce	dnguyen@austinasianchamber.org	<input type="checkbox"/>
Greater Austin Hispanic Chamber of Commerce	membership@gahcc.org	<input type="checkbox"/>
Texas Association of African American Chambers of Commerce	cro@taaacc.org	<input type="checkbox"/>
Texas Association of Mexican American Chambers of Commerce	president@tamacc.org	<input type="checkbox"/>
US Hispanic Contractors Association de Austin	ushcadeaustin@gmail.com	<input type="checkbox"/>

**Section 3 - Notice of Subcontracting Opportunity**

Respondent must complete Section 3 to show it has made a good faith effort to meet the County’s HUB goals. At least seven (7) working days before submitting a response, Respondent must:

- provide written notice of each subcontracting opportunity in this Declaration to three (3) certified HUBs and all Community Partners;
- provide the scope of work, information about where to review plans and specifications, bonding and insurance requirements, required qualifications, and a point of contact in the notice; and
- submit the evidence (e.g. certified letter receipt, printed fax confirmation, printed e-mail, etc.) as backup in the response to show that Respondent has made a good faith effort to meet the HUB Goals.

**Note:** A “working day” does not include weekends, County holidays, or days the County is closed by the Travis County Commissioners Court. **The day on which the notice is sent to the HUBs and the Community Partners is “day zero” and does not count as one of the seven (7) working days.**

**Code # & Description:** 912-44 Excavation **Date:** \_\_\_\_\_

Company Name & EIN/VID (Do not enter Social Security Numbers.)	The HUB did not respond.	The HUB was unavailable.	The HUB was not competitive.
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Code # & Description:** 912-76 Striping streets **Date:** \_\_\_\_\_

Company Name & EIN/VID (Do not enter Social Security Numbers.)	The HUB did not respond.	The HUB was unavailable.	The HUB was not competitive.
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Code # & Description:** 913-13 Construction, Bridge & drawbridge **Date:** \_\_\_\_\_

Company Name & EIN/VID (Do not enter Social Security Numbers.)	The HUB did not respond.	The HUB was unavailable.	The HUB was not competitive.
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Code # & Description:** 913-27 Construction, Heavy/Highway **Date:** \_\_\_\_\_

Company Name & EIN/VID (Do not enter Social Security Numbers.)	The HUB did not respond.	The HUB was unavailable.	The HUB was not competitive.
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Code # & Description:** 913-45 Construction, Sewer and Storm Drain **Date:** \_\_\_\_\_

Company Name & EIN/VID (Do not enter Social Security Numbers.)	The HUB did not respond.	The HUB was unavailable.	The HUB was not competitive.
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Section 3 - Notice of Subcontracting Opportunity**

Respondent must complete Section 3 to show it has made a good faith effort to meet the County’s HUB goals. At least seven (7) working days before submitting a response, Respondent must:

- provide written notice of each subcontracting opportunity in this Declaration to three (3) certified HUBs and all Community Partners;
- provide the scope of work, information about where to review plans and specifications, bonding and insurance requirements, required qualifications, and a point of contact in the notice; and
- submit the evidence (e.g. certified letter receipt, printed fax confirmation, printed e-mail, etc.) as backup in the response to show that Respondent has made a good faith effort to meet the HUB Goals.

**Note:** A “working day” does not include weekends, County holidays, or days the County is closed by the Travis County Commissioners Court. **The day on which the notice is sent to the HUBs and the Community Partners is “day zero” and does not count as one of the seven (7) working days.**

**Code # & Description:** 913-47 Construction, Sidewalk & driveway **Date:** \_\_\_\_\_

<b>Company Name &amp; EIN/VID</b> (Do not enter Social Security Numbers.)	<b>The HUB did not respond.</b>	<b>The HUB was unavailable.</b>	<b>The HUB was not competitive.</b>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Code # & Description:** 913-56 Construction, Utility/Underground Projects **Date:** \_\_\_\_\_

<b>Company Name &amp; EIN/VID</b> (Do not enter Social Security Numbers.)	<b>The HUB did not respond.</b>	<b>The HUB was unavailable.</b>	<b>The HUB was not competitive.</b>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Code # & Description:** 913-95 Paving/resurfacing, Highway & Road **Date:** \_\_\_\_\_

<b>Company Name &amp; EIN/VID</b> (Do not enter Social Security Numbers.)	<b>The HUB did not respond.</b>	<b>The HUB was unavailable.</b>	<b>The HUB was not competitive.</b>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Code # & Description:** 968-84 Traffic Controls **Date:** \_\_\_\_\_

<b>Company Name &amp; EIN/VID</b> (Do not enter Social Security Numbers.)	<b>The HUB did not respond.</b>	<b>The HUB was unavailable.</b>	<b>The HUB was not competitive.</b>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Code # & Description:** 988-14 Erosion Control **Date:** \_\_\_\_\_

<b>Company Name &amp; EIN/VID</b> (Do not enter Social Security Numbers.)	<b>The HUB did not respond.</b>	<b>The HUB was unavailable.</b>	<b>The HUB was not competitive.</b>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Section 4 - Disclosure of ALL Subcontractors**

Travis County exercises the right to verify subcontractors listed by the Respondent. We ask that you list second and third tier subcontractors for reporting purposes.

*The Emerging Small Business Enterprise (ESBE) and Small Business Enterprise (SBE) certifications do not contribute toward meeting the overall HUB goal. If you utilize a subcontractor that is certified by an agency not listed below, check the Other box and include a copy of their certification with your submission.*

Company Name/DBA:			EIN/VID:			
Address:		City:		State:		Zip:
Contact:		Phone:		E-mail:		
Subcontract Amount: \$		% of Contract: %		Description of Work:		
Is the company a certified HUB?: <input type="checkbox"/> Yes <input type="checkbox"/> No			Ethnicity:		Gender:	
Certifying Agency: <input type="checkbox"/> City of Austin <input type="checkbox"/> State of Texas <input type="checkbox"/> TUCP <input type="checkbox"/> SCTRCA <input type="checkbox"/> Other			Justification for not using a certified HUB:			
Company Name/DBA:			EIN/VID:			
Address:		City:		State:		Zip:
Contact:		Phone:		E-mail:		
Subcontract Amount: \$		% of Contract: %		Description of Work:		
Is the company a certified HUB?: <input type="checkbox"/> Yes <input type="checkbox"/> No			Ethnicity:		Gender:	
Certifying Agency: <input type="checkbox"/> City of Austin <input type="checkbox"/> State of Texas <input type="checkbox"/> TUCP <input type="checkbox"/> SCTRCA <input type="checkbox"/> Other			Justification for not using a certified HUB:			
Company Name/DBA:			EIN/VID:			
Address:		City:		State:		Zip:
Contact:		Phone:		E-mail:		
Subcontract Amount: \$		% of Contract: %		Description of Work:		
Is the company a certified HUB?: <input type="checkbox"/> Yes <input type="checkbox"/> No			Ethnicity:		Gender:	
Certifying Agency: <input type="checkbox"/> City of Austin <input type="checkbox"/> State of Texas <input type="checkbox"/> TUCP <input type="checkbox"/> SCTRCA <input type="checkbox"/> Other			Justification for not using a certified HUB:			
Company Name/DBA:			EIN/VID:			
Address:		City:		State:		Zip:
Contact:		Phone:		E-mail:		
Subcontract Amount: \$		% of Contract: %		Description of Work:		
Is the company a certified HUB?: <input type="checkbox"/> Yes <input type="checkbox"/> No			Ethnicity:		Gender:	
Certifying Agency: <input type="checkbox"/> City of Austin <input type="checkbox"/> State of Texas <input type="checkbox"/> TUCP <input type="checkbox"/> SCTRCA <input type="checkbox"/> Other			Justification for not using a certified HUB:			

(Duplicate this page as needed)

**Section 5 - Affirmation**

As evidenced by my signature below, I affirm that I am an authorized representative of the Respondent named in Section 1 and that the information and supporting documentation submitted with this HUB Program Declaration is true and correct. If awarded any portion of the contract solicited, Respondent understands and agrees to:

- Obtain approval from the HUB Program Director before making any changes to its Declaration, including the hiring, substituting, or terminating any subcontractor that Respondent named in its Declaration. Changing the Declaration without that approval, may result in Travis County seeking all remedies available at law or in equity, including sending contractor a notice of breach of contract and, at County’s sole discretion, designating a Respondent as an “irresponsible contractor.” Respondent must use a HUB Change Form, provided by the HUB Staff, to make changes and return the form via e- mail to [hubstaff@traviscountytx.gov](mailto:hubstaff@traviscountytx.gov) or fax to (512) 854-9185.
- The HUB staff reviews the Declaration and evaluates it before a contract is awarded and, if Respondent is awarded the contract, the finalized Declaration becomes part of the awarded contract. The County user department and HUB Staff may coordinate with the Respondent/Contractor to discuss HUB reporting requirements. The Contractor must maintain business records that show compliance with its Declaration and enter payments to subcontractors of all tiers into the “Vendor Tracking System,” an electronic reporting system, to help County track the identity of all subcontractors and the amount paid to them.
- County considers the Contractor’s failure to comply with its Declaration a breach of contract. County may exercise its legal and equitable remedies if a breach is not cured. The HUB Staff may report noncompliance to the Commissioners Court and recommend that Contractor be designated as an “irresponsible contractor”.
- Respondent acknowledges that Travis County is not party to the Respondent’s agreements with its sub-contractors.

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

E-mail \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Check any that apply:

- I am interested in information about the Travis County Advisor Apprentice Program.
- I am interested in participating in face-to-face meetings with HUBs.

## **CERTIFICATION TO NOT BOYCOTT ISRAEL**

Pursuant to Texas Government Code 2271.002, the Mobility Authority must include a provision requiring a written verification that the Contractor does not boycott Israel and will not boycott Israel during the term of the Contract. By signing the contract, the Contractor certifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

Violation of this certification may result in action by the Mobility Authority.

**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 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.

## **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 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.



**ETHICS SWORN DECLARATION**

Date: \_\_\_\_\_

Name of Declarant: \_\_\_\_\_

Title of Declarant: \_\_\_\_\_

Business Name of Bidder: \_\_\_\_\_

County of Bidder: \_\_\_\_\_

Declarant on oath swears or affirms that the following statements are true and complete:

- Declarant is authorized by Bidder to make this Sworn Declaration for Bidder.
- Declarant is fully aware of the facts stated in this Sworn Declaration.
- Declarant can read the English language.
- Bidder has received the List of Key Contracting Persons associated with this contract which is attached to this Sworn Declaration as Exhibit "A".
- Declarant has personally read Exhibit "A" to this Sworn Declaration.
- Declarant has no knowledge of any key contracting person on Exhibit "A" with whom Bidder is doing business or has done business during the 365 day period immediately before the date of this Sworn Declaration whose name is not disclosed in Exhibit "B" to this Sworn Declaration.

\_\_\_\_\_  
Signature of Declarant

Typed or printed name of Declarant: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT A**  
**LIST OF KEY CONTRACTING PERSONS**  
August 7, 2023

**CURRENT EMPLOYEES**

<b>Position Held</b>	<b>Name of Individual Holding Office/Position</b>	<b>Name of Business Individual is Associated</b>
County Judge	Andy Brown	
County Judge (Spouse)	Sara Strother	Ascension Seton
Chief of Staff to County Judge	Kate Garza	
Agenda Coordinator	Elizabeth Medina	
Executive Assistant	Tom Vazquez	
Executive Assistant	Emma Hilbert*	
Executive Assistant	Jose Becerra*	
Commissioner, Precinct 1	Jeff Travillion	
Commissioner, Precinct 1 (Spouse)	Perri Travillion	Austin Spurs
Chief of Staff to County Commissioner	Walter Muse	
Executive Assistant	Deone Wilhite	
Executive Assistant	Caitlin Brown	
Commissioner, Precinct 2	Brigid Shea	
Commissioner, Precinct 2 (Spouse)	John Umphress	Austin Energy
Chief of Staff to County Commissioner	Barbara Rush	
Executive Assistant	Lani Oglewood	
Executive Assistant	Zara Stanfield	
Commissioner, Precinct 3	Ann Howard	
Commissioner, Precinct 3 (Spouse)	John Howard	Dell Technologies
Chief of Staff to County Commissioner	Nirav Shah	
Executive Assistant	Lucy Oglesby	
Executive Assistant	Mick Long	
Commissioner, Precinct 4	Margaret Gomez	
Chief of Staff to County Commissioner	David Salazar	
Executive Assistant	Ricardo Rendon	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Patti Smith	
County Executive, Planning & Budget	Jessica Rio	
County Executive, Emergency Services	Charles Brotherton	
County Executive, Health & Human Services	Pilar Sanchez*	
County Executive, Transportation & Natural Resources	Cynthia McDonald	
County Executive, (Interim) Justice & Public Safety	Victoria Ashley*	
County Executive, Technology & Operations	Paul Hopingardner	
Travis County Attorney	Delia Garza	
Attorney Deputy Chief Senior	Leslie Dippel*	
Attorney Deputy Chief Senior	Lucio Del Toro*	
Director Enforcement Litigation Division	Melissa Hargis*	
Attorney VII, Enforcement Litigation Division	Melissa Ferringer*	
Attorney VI, Enforcement Litigation Division	Vacant	
Attorney VII, Land Use Division	Julie Joe	
Attorney VI, Land Use Division	Jennifer Hopgood	

Attorney VII, Land Use Division	Christopher Gilmore	
Attorney VI	Ujaala Rashid-Ferraro*	
Director, Transactions and Land Use Divisions	Ann-Marie Sheely	
Assistant Director, Transactions and Land Use Divisions	James D. Nickell	
Attorney VII, Transactions Division	Katherine (Kate) Fite	
Attorney VII, Transactions Division	Matthew R. Entsminger	
Attorney VII, Transactions Division	Barbara Wilson	
Attorney VII, Transactions Division	Vacant	
Attorney VII, Transactions Division	Becky Combs*	
Attorney I, Transactions Division	Linda Martinez*	
Director, Health Services Division	Trelisha Brown	
Attorney, Health Services Division	Kinski Moss	
Attorney VII, Health Services Division	David Duncan	
Attorney VII, Health Services Division	Prema Gregerson	
Attorney VI, Health Services Division	Haseeb Abdullah	
Purchasing Agent	Bonnie S. Floyd, MBA, CPPO, CPPB	
Assistant Purchasing Agent	Jorge Talavera, CPPO, CPPB, CTPE, NIGP-CPP	
Assistant Purchasing Agent	Lee Perry	
Purchasing Operations & Procurement Director	CW Bruner, CPPB, PMP	
Purchasing Operations Consultant	Jason G. Walker, CPPB	
Purchasing Operations Project Manager, I	Rachel Fishback, CPPB	
Purchasing Operations Program Coordinator	Jacqueline Childress, J.D.	
Purchasing Operations Project Coordinator II	April Rodriguez	
Purchasing Business Analyst II	Kevin Scarbrough	
Purchasing Business Analyst II	Scott Worthington	
Senior Procurement Specialist	Lori Clyde, CPPO, CPPB, CTPE, NIGP-CPP	
Senior Procurement Specialist	Jennifer Winkler, MBA, CGAP, NIGP-CPP	
Senior Procurement Specialist	James A. Carey	
Senior Procurement Specialist	Sara Kassem, MBA, CTCM, CTPM, CPPB, NIGP-CPP	
Senior Procurement Specialist	Bridgett Bradshaw*	
Procurement Specialist III	Lynn Woods, MBA	
Procurement Specialist III	Jerry Jones, MBA, CTCM	
Procurement Specialist III	Priscilla Harrington, CPP, CPSM	
Procurement Specialist III	Jean Liburd	
Procurement Specialist III	Jennifer Proctor Romero	
Procurement Specialist III	Vacant	
Procurement Specialist II	Tammy Maines*	
Procurement Specialist II	Patricia Estrada	
Procurement Specialist II	Limbania Rodriguez	
Procurement Specialist II	Geri Castaneda	
Procurement Specialist II	Teri Mendez, CTCM	
Procurement Specialist II	Sam Francis	
Procurement Specialist II	Joe Hon	
Procurement Specialist II	Tara Hollingsworth*	
Procurement Specialist I	Lezlie Mills*	
Procurement Specialist I	Tina Litzner	
Procurement Specialist I	Brandon Hoffman	
Procurement Specialist I	Thomas Lynch	
Procurement Specialist I	Miguel Mondragon*	

Procurement Specialist I	Christopher Milledge*	
Procurement Specialist I	Ardian Shaholli*	
Procurement Specialist I	Nicholas Morrow*	
Operation Specialist I	Teresa Rosalez	
HUB Program Director	Sylvia Lopez	
Assistant HUB Director	Randle Jackson*	
HUB Specialist	Olivia Thomas*	
HUB Specialist	Nicholas Morrow*	
Community Liaison	Larry Williams*	
Purchasing Contract Compliance Director	Tenley Aldredge, M.I.A., J.D.	
Purchasing Contract Compliance Officer	Andrew J. Artzt, J.D.	
Purchasing Contract Compliance Officer	Kimberly Effinger	
Purchasing Contract Compliance Monitor	Dennis Reyna	
Purchasing Contract Compliance Monitor	Patrick Tuohy	
Purchasing Contract Compliance Monitor	Tommie Wesley	
Purchasing Contract Compliance Monitor	Kaleo Lopez	

\* - Identifies employees who have been in that position less than a year.

#### FORMER EMPLOYEES

Position Held	Name of Individual Holding Office/Position	Date of Expiration
Procurement Specialist I	Pamela Quiroz	05/31/24
HUB Coordinator	Corina Rodriguez	03/16/24
Procurement Specialist	Jamal Williams	03/01/24
Attorney Deputy Chief Senior	Sherine Thomas	01/31/24
Procurement Specialist II	L. Wade Laursen, CPPB	01/17/24
Attorney VII, Transactions Division	Jennifer Kraber	12/19/23
Attorney IV, Enforcement Litigation Division	Mary Alice Boehm-McKaughan	10/05/23
Director, Land Use Division	Tom Nuckols	09/30/23
County Executive, Justice & Public Safety	Roger Jefferies	09/15/23
Procurement Specialist I	Miriam Hogans	08/16/23
Executive Assistant	Jennifer Dowell	08/05/23

**EXHIBIT B**  
**DISCLOSURE**

Proposer acknowledges that Proposer is doing business or has done business during the 365-day period immediately prior to the date on which this proposal is due with the following Key Contracting Persons and warrants that these are the only such Key Contracting Persons:

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If no one is listed above, Proposer warrants that Proposer is not doing business and has not done business during the 365-day period immediately prior to the date on which this proposal is due with any key contracting person.

Central Texas Regional Mobility Authority

COUNTY LINE ROAD CONSTRUCTION PROJECT

CTRMA CONTRACT NO. 20CLR2271C

\*\*\*\*\*

BID BOND

KNOW ALL PERSONS MEN BY THESE PRESENTS, that \_\_\_\_\_, as Principal/Contractor, and \_\_\_\_\_, as Surety, legally authorized to do business in the State of Texas, are held and firmly bounded unto the Central Texas Regional Mobility Authority, as Authority, in the amount of at least five percent (5%) percent of the Total Bid amount, on which the Contract is awarded lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents:

WHEREAS, the Contractor is herewith submitting its Bid for Contract No. 20CLR2271C, entitled County line Road Construction Project, and

NOW, THEREFORE, the condition of this obligation is such, that if the Contractor shall be awarded the Contract upon said Bid and shall, within fifteen (15) calendar days after the date of written notice of such award, enter into and deliver a signed Contract and the prescribed Performance Bond for the faithful performance of the Contract, together with the required proof of proper insurance coverage and other necessary documents, then this obligation shall be null and void; otherwise, to remain in full force and effect, and the Contractor and Surety will pay unto the Authority the difference in money between the amount of the Total Amount written in the Bid of said Contractor and the amount for which the Authority may legally contract with another party to perform the said work, if the latter amount be in excess of the former; but in no event shall the Surety's liability exceed the penal sum hereof.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PRINCIPAL/CONTRACTOR

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Address

Witness or Attest:

\_\_\_\_\_

By: \_\_\_\_\_  
Title:

(Affix Corporate Seal Here)

SURETY:

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Address

Witness or Attest:

\_\_\_\_\_

By: \_\_\_\_\_  
Title:

(Attach evidence of Power of Attorney)

(Affix Corporate Seal Here)

**Central Texas Regional Mobility Authority**

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**COUNTY LINE ROAD CONSTRUCTION PROJECT**

**CTRMA CONTRACT NO. 20CLR2271C**

**FOR ROADWAY AND DRAINAGE IMPROVEMENTS**

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**CONTRACT AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between the Central Texas Regional Mobility Authority, 3300 N. I-35, Suite 300, Austin, Texas, 78705, hereinafter called the "Authority" and \_\_\_\_\_, or his, its or their successors, executors, administrators and assigns, hereinafter called the Contractor.

WITNESSETH, that the Contractor agrees with the Authority for the consideration herein mentioned, and at his, its or their own proper cost and expense, to do all the work and furnish all the materials, equipment, teams and labor necessary to prosecute and complete and to extinguish all liens therefore, Contract No. 20CLR2271C, entitled County Line Road Construction Project, in the manner and to the full extent as set forth in the Plans, Standard Specifications, Special Provisions, Bid (for the basis of award stated herein below) and other documents related to said Contract which are on file at the office of the Authority and which are hereby adopted and made part of this Agreement as completely as if incorporated herein, and to the satisfaction of the Authority or its duly authorized representative who shall have at all times full opportunity to inspect the materials to be furnished and the work to be done under this Agreement.

This Contract is awarded on the basis of the official total Bid Amount based on the unit prices bid of \_\_\_\_\_ dollars and \_\_\_\_\_ Cents (\$ \_\_\_\_\_).

In consideration of the foregoing premise, the Authority agrees to pay the Contractor for all items of work performed and materials furnished at the amount of the unit prices bid therefore in the Bid submitted for this Contract, subject to any percentage reductions in the total Contract amount that may be named in the Bid corresponding to the basis of award stated in the above paragraph, and subject to the conditions set forth in the Specifications.

The Contractor agrees as follows:

- a. I/WE will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor.



- b. I/WE agree it is the policy of the Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color or national origin, age or disability. Such action shall include: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and on-the-job training.
- c. I/WE agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- d. I/WE in any solicitations or advertising for employees placed by or on behalf of itself, will state that it is an equal opportunity employer.
- e. I/WE agree to adhere to all federal/state regulations including, but not limited to, American Disabilities Act, Equal Employment Opportunity, submitting certified payrolls, and participating in Contractor/Subcontractor labor standard reviews.
- f. Notices and advertisements and solicitations placed in accordance with applicable state and federal law, rule or regulation, shall be deemed sufficient for the purposes of meeting the requirements of this section.
- g. Contract Time - The contractor will have one hundred forty-seven (147) working days after the date stated in the written Full Notice-to-Proceed to Substantially complete the project.
- h. Failure by Contractor to fulfill these requirements is a material breach of the Contract, which may result in the termination of this Contract, or such other remedy, as the Authority deems appropriate.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year written above.

Sworn to and Subscribed

CENTRAL TEXAS REGIONAL MOBILITY  
AUTHORITY

before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_

James Bass  
Executive Director

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

Sworn to and subscribed  
before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
by: \_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Address

\_\_\_\_\_

Title

(Affix Corporate Seal Here)

**INFORMATION ABOUT PROPOSER ORGANIZATION**

Proposer's business address:

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(No.) (Street) (Floor or Suite)

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(City) (State or Providence) (ZIP or Postal Code) (Country)

State or County of Incorporation/Formation/Organization: \_\_\_\_\_

Signature block for a corporation or limited liability company:

Company: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Additional Requirements:

- A. If the proposer is a corporation, enter state or country of incorporation in addition to the business address. If the proposer is a partnership, enter state or country of formation. If the proposer is a limited liability company, enter state or country of organization.
- B. Describe in detail the legal structure of the entity making the Bid. If the proposer is a partnership, attach full name and addresses of all partners and the equity ownership interest of each entity, provide the aforementioned incorporation, formation and organization information for each general partner and attach a letter from each general partner stating that the respective partner agrees to be held jointly and severally liable for any and all of the duties and obligations of the proposer under the Bid and under any contract arising therefrom. If the proposer is a limited liability entity, attach full names and addresses of all equity holders and other financially responsible entities and the equity ownership interest of each entity. If the proposer is a limited liability company, include an incumbency certificate executed by a Secretary thereof in the form set on the following page listing each officer with signing authority and its corresponding office. Attach evidence to the Bid and to each letter that the person signing has authority to do so.
- C. With respect to authorization of execution and delivery of the Bid and the Agreements and validity thereof, if any signature is provided pursuant to a power of attorney, a copy of the power of attorney shall be provided as well as a certified copy of corporate or other appropriate resolutions authorizing said power of attorney. If the Proposer is a corporation, it shall provide evidence of corporate authorization in the form of a resolution of its governing body certified by an appropriate officer of the corporation. If the Proposer is a limited liability company, evidence of authorization would be in the form of a limited company resolution and a managing member resolution providing such authorization, certified by an appropriate officer of the managing member. If the Proposer is a partnership, evidence of authorization shall be provided for the governing body of the Proposer and for the governing bodies of each of its general partners, at all tiers, and in all cases certified by an appropriate officer.
- D. The Proposer must also identify those persons authorized to enter discussions on its behalf with the Authority in connection with this Bid, the Project, and The Agreement. The Proposer shall submit with its Bid a power of attorney executed by the Proposer and each member, partner of the Proposer, appointing and designating one or more individuals to act for and bind the Proposer in all matters relating to the Bid.

INCUMBENCY CERTIFICATE

The undersigned hereby certifies to the Central Texas Regional Mobility Authority that he/she is the duly elected and acting \_\_\_\_\_ Secretary of \_\_\_\_\_ (the "Company"), and that, as such, he/she is authorized to execute this Incumbency Certificate on behalf of the Company, and further certifies that the persons named below are duly elected, qualified and acting officers of the Company, holding on the date hereof the offices set forth opposite their names.

NAME:

OFFICE:

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IN WITNESS WHEREOF, the undersigned has executed this Incumbency Certificate this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Secretary

**Central Texas Regional Mobility Authority**

**COUNTY LINE ROAD CONSTRUCTION PROJECT**

CTRMA CONTRACT NO. 20CLR2271C

\*\*\*\*\*

PERFORMANCE BOND

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_

\_\_\_\_\_ of the City of \_\_\_\_\_

County of \_\_\_\_\_, and State of \_\_\_\_\_, as principal,  
and

\_\_\_\_\_ authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the Central Texas Regional Mobility Authority (Authority), in the penal sum of

\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) for the payment whereof, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Authority, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Contract"), to which the said Contract, along with the Contract Documents referenced therein are hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work performed thereunder, or to the Contract Documents referenced therein, shall in anyway affect the obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration or addition to the terms on the Agreement, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME & TITLE

\_\_\_\_\_  
NAME & TITLE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
ADDRESS

(\_\_\_\_\_) \_\_\_\_\_  
PHONE NUMBER

(\_\_\_\_\_) \_\_\_\_\_  
PHONE NUMBER

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

\_\_\_\_\_  
\_\_\_\_\_

(\_\_\_\_\_) \_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
SIGNATURE OF LICENSED LOCAL  
RECORDING AGENT appointed to countersign  
on behalf of Surety (Required by Art. 21.09 of the  
Insurance Code)

\*\*\*\*\*

I, \_\_\_\_\_, having executed Bonds  
SIGNATURE

for \_\_\_\_\_ do hereby affirm I have  
NAME OF SURETY

verified that said Surety is now certified with Authority from either: (a) the Secretary of the Treasury of the United States if the project funding includes Federal monies; or (b) the State of Texas if none of the project funding is from Federal sources; and further, said Surety is in no way limited or restricted from furnishing Bond in the State of Texas for the amount and under conditions stated herein.



**Central Texas Regional Mobility Authority**

**COUNTY LINE ROAD CONSTRUCTION PROJECT**

CTRMA CONTRACT NO. 20CLR2271C

\*\*\*\*\*

**PAYMENT BOND**

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_

\_\_\_\_\_ of the City of \_\_\_\_\_

County of \_\_\_\_\_, and State of \_\_\_\_\_, as Principal  
(hereinafter referred to as the "Principal"), and

\_\_\_\_\_ authorized under the laws of the State of Texas to act as Surety on bonds for principals (hereinafter referred to as the "Surety"), are held and firmly bound unto Central Texas Regional Mobility Authority, (hereinafter referred to as the "Authority"), in the penal sum of

\_\_\_\_\_ Dollars

(\$\_\_\_\_\_) for the payment whereof, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Authority, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Contract"), to which the said Contract, along with the Contract Documents referenced therein are hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work performed thereunder, or to the other Contract Documents accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder or to the other Contract Documents accompanying the same.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME & TITLE

\_\_\_\_\_  
NAME & TITLE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
ADDRESS

(\_\_\_\_\_) \_\_\_\_\_  
PHONE NUMBER

(\_\_\_\_\_) \_\_\_\_\_  
PHONE NUMBER

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

\_\_\_\_\_  
\_\_\_\_\_

(\_\_\_\_\_) \_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
SIGNATURE OF LICENSED LOCAL  
RECORDING AGENT appointed to countersign  
on behalf of Surety (Required by Art. 21.09 of the  
Insurance Code)

**Central Texas Regional Mobility Authority**

COUNTY LINE ROAD CONSTRUCTION PROJECT

CONTRACT NO. 20CLR2271C

\*\*\*\*\*

WARRANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS, that the \_\_\_\_\_, a \_\_\_\_\_, as “Principal” and \_\_\_\_\_, as “Surety” or as “Co-Sureties”, each a corporation duly organized under the laws of the State indicated on the attached page, having its principal place of business at the address listed on the attached page, in the State indicated on the attached page, and authorized as a surety in the State of Texas, are hereby jointly and severally held and firmly bound unto the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY, a regional mobility authority created by Travis County and Williamson County, Texas, as “Obligee”, in the sum of \$1,800,000 (the “Bonded Sum”), for the payment whereof Principal and Surety (or Co-Sureties), bind themselves, and their heirs, executors, administrators, representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Obligee, has awarded to Principal, a Contract for the County Line Road Construction Project, dated \_\_\_\_\_, 20\_\_ (the “Agreement”), on the terms and conditions set forth therein; and

WHEREAS, Principal is required to furnish a bond guaranteeing the faithful performance of its obligations under the Contract Documents after Final Acceptance, including payment of claims, subcontractors, suppliers, material, men and mechanics, as a condition to release of the Performance Bond and Payment Bond with respect to the Project by Obligee.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if Principal shall promptly and faithfully perform all of its obligations under the Contract Documents, as they may be amended or supplemented, including without limitation the fulfillment of all Warranties, environmental monitoring and landscaping obligations, and payment of claims, subcontractors, suppliers, material, men and mechanics, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect, it being expressly understood and agreed that the liability of Surety for any and all claims hereunder shall in no event exceed the Bonded Sum.

The following terms and conditions shall apply with respect to this bond:

1. The Contract Documents are incorporated by reference herein.
2. This bond shall inure to the benefit of all subcontractors, suppliers, material, men and mechanics with respect to the Development Work, other than Major Participants having an equity interest in Principal, so as to give a right of action to such persons and their assigns in any suit brought upon this bond.

3. The guarantees contained herein shall survive the final completion of the design and construction called for in the Contract Documents.

4. Whenever Principal shall fail to pay the lawful claims of any of the persons identified in item 2 above with respect to the Development Work, excluding Major Participants having an equity interest in Principal, then Surety shall pay for the same in an amount not to exceed the Bonded Sum.

5. Whenever Principal shall be, and is declared by the Obligees to be, in default with respect to its obligations under the Contract Documents, provided that the Obligees is not then in material default thereunder, Surety shall promptly take one of the following actions with the consent of the Obligees:

a. arrange for Principal to perform and complete the Agreement;

b. complete the Development Work in accordance with the terms and conditions of the Contract Documents then in effect, through its agents or through independent contractors;

c. obtain bids or negotiated proposals from qualified contractors acceptable to the Obligees for a contract for performance and completion of the Development Work (as defined in the Agreement), through a procurement process approved by the Obligees, arrange for a contract to be prepared for execution by the Obligees and the contractor selected with the Obligees's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Agreement, and pay to the Obligees the amount of damages as described in Paragraph 7 in excess of the unpaid balance of the Development Price incurred by the Obligees resulting from the Principal's default; or

d. waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances, (i) after investigation, determine the amount for which it may be liable to the Obligees and, as soon as practicable after the amount is determined, tender payment therefore to the Obligees, or (ii) deny liability in whole or in part and notify the Obligees citing reasons therefore.

6. If Surety does not proceed as provided in Paragraph 5 with reasonable promptness, Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Obligees to Surety demanding that Surety perform its obligations under this Bond, and the Obligees shall be entitled to enforce any remedy available to the Obligees. If Surety proceeds as provided in Subparagraph 5.d, and the Obligees refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice the Obligees shall be entitled to enforce any remedy available to the Obligees.

7. After the Obligees has terminated the Principal's right to complete the Agreement, and if Surety elects to act under Subparagraph 5.a, 5.b, or 5.c above, then the responsibilities of Surety to the Obligees shall not be greater than those of the Principal under the Agreement, and the responsibilities of the Obligees to Surety shall not be greater than those of the Obligees under the Agreement. To the limit of the Bonded Sum, but subject to commitment of the unpaid balance of the Development Price to mitigation costs and damages on the Agreement, Surety is obligated without duplication for:

a. the responsibilities of the Principal for correction of defective work and completion of the Development Work;

b. actual damages, including additional legal, design professional and delay costs resulting from Principal's default, and resulting from the actions or failure to act of Surety under Paragraph 5; and

c. Liquidated Damages under the Agreement.

8. No alteration, modification or supplement to the Contract Documents or the nature of the work to be performed thereunder, including without limitation any extension of time for performance, shall in any way affect the obligations of Surety under this bond. Surety waives notice of any alteration, modification, supplement or extension of time.

IN WITNESS WHEREOF, Principal and Surety have caused this bond to be executed and delivered as of \_\_\_\_\_, 20\_\_.

Principal:

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

(Seal)

Surety:

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

(Seal)

**Central Texas Regional Mobility Authority**

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**COUNTY LINE ROAD CONSTRUCTION PROJECT**

**CTRMA CONTRACT NO. 20CLR2271C**

**\*\*\*\*\***

**RECEIPT OF ADDENDA**

Receipt of addendum, if issued, must be acknowledged electronically on the CivCast website.

Failure to confirm receipt of all addenda issued will result in the bid being deemed non-responsive.

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Signature

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Date

Central Texas Regional Mobility Authority

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COUNTY LINE ROAD CONSTRUCTION PROJECT

CTRMA CONTRACT NO. 20CLR2271C

\*\*\*\*\*

ENGINEER'S SEALS

The enclosed 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.



*Zachary Jacobson*

8-28-2023

Alteration of a sealed document without proper notification to the responsible engineer is an offence under the Texas Engineering Practice Act.

**Project Number:** 20CLR2271C

**County:** Travis County

**Highway:** County Line Road

**Basis of Estimate**

<b>Item</b>	<b>Description</b>	<b>**Rate</b>
168	<b>Vegetative Watering</b> Permanent Seed or Sod Temporary	<b>20 GAL/SY</b> <b>10 GAL/SY</b>
216	<b>Proof Rolling</b>	1 HR/500 SY
260	<b>Lime Treatment(Road-Mixed)</b>	0.0132 TONS/SY
310	<b>Prime Coat</b>	0.20 GAL/SY
316	<b>Underseals Asphalts (Multi Option)</b>	0.20 GAL/SY
316	<b>Surface Treatments</b>	
340/341/344/3076	<b>Seal Coat</b>	
	<b>Grade 4</b>	
	Asphalt	0.38 GAL/SY
	Aggregate	1 CY/120 SY
	<b>Grade 5</b>	
	Asphalt	0.32 GAL/SY
	Aggregate	1 CY/150 SY
	<b>Two Course Surface Treatment</b>	
	Asphalt 1st Application	0.28 GAL/SY
	Asphalt 2nd Application	0.24 GAL/SY
	Aggregate 1st Application Grade 4	1 CY/110 SY
	Aggregate 2nd Application Grade 4	1 CY/130 SY
	<b>Dense-Graded Hot-Mix Asphalt and Superpave</b>	110 LB/SY/IN

\*\* For Informational Purposes Only

**The following standard detail sheet or sheets have been modified:**

**Modified Standards**

PW (MOD) PARALLEL WINGS FOR  
BOX CULVERTS

**GENERAL**

The "Engineer" shall be the Central Texas Regional Mobility Authority's (Mobility Authority) consultant identified by the Mobility Authority at the Pre-Construction Meeting.

References to manufacturer's trade name or catalog numbers are for the purpose of identification only. Similar materials from other manufacturers are permitted if they are of equal quality, comply with the specifications for this project, and are approved by the Mobility Authority.

Perform work during good weather. If work is damaged by a weather event, the Contractor is responsible for all costs associated with replacing damaged work.



**Project Number:** 20CLR2271C

**County:** Travis County

**Highway:** County Line Road

If work is performed at Contractor's option, when inclement weather is impending, and the work is damaged by subsequent precipitation, the Contractor is responsible for all costs associated with replacing the work, if required.

Remove and replace, at the Contractor's expense, and as directed, all defective work, which was caused by the Contractor's workforce, materials, or equipment.

The roadbed will be free of organic material prior to placing any section of the pavement structure.

Equip all construction equipment used in roadway work with highly visible omnidirectional flashing warning lights.

Do not leave equipment, after working hours, in a position that will endanger the traveling public. Contractor is responsible for verifying the location of all utilities (overhead and underground) and notifying the Engineer of any discrepancies before beginning construction. Contractor shall contact utility companies 48 hours prior to construction and take "caution" in areas where utilities are close together to avoid damaging the utilities.

Provide a smooth, clean sawcut along the existing pavement structure, as directed. Consider subsidiary to the pertinent Items.

Construct all manholes/valves to final pavement elevations prior to the placement of final surface. If the manholes/valves are going to be exposed to traffic, place temporary asphalt around the manhole/valve to provide a 50:1 taper. The asphalt taper is subsidiary to the ACP work.

Supply litter barrels in enough numbers at locations as directed to control litter within the project. Consider subsidiary to pertinent Items.

Use a self-contained vacuum broom to sweep the roadway and keep it free of sediment as directed. The contractor will be responsible for any sweeping above and beyond the normal maintenance required to keep fugitive sediment off the roadway as directed by the Engineer.

Damage to existing pipes and SET's due to Contractor operations will be repaired at Contractor's expense.

All locations used for storing construction equipment, materials, and stockpiles of any type, within the right of way, will be as directed. Use of right of way for these purposes will be restricted to those locations where driver sight distance to businesses and side street intersections is not obstructed and at other locations where an unsightly appearance will not exist. The Contractor will not have exclusive use of right of way but will cooperate in the use of the right of way with the city/county and various public utility companies as required.

Protect all areas of the right of way (ROW) that are not included in the actual limits of proposed construction areas. Exercise care to prevent damage of trees, vegetation and other natural surroundings. Areas not to be disturbed will be as directed by the Engineer. Restore any area disturbed by the Contractor's operations to a condition as good as, or better than, before the beginning of work.

During evacuation periods for Hurricane events the Contractor will cooperate with the Mobility Authority and TxDOT for the restricting of Lane Closures and arranging for Traffic Control to facilitate Coastal Evacuation Efforts.

**Project Number:** 20CLR2271C

**County:** Travis County

**Highway:** County Line Road

Contractor is responsible for all toll charges incurred by Contractor vehicles.

Coordinate and obtain approval for all work over existing roadways.

The Project Superintendent or designee will be capable of speaking English and will be available on the project at all times when work is being performed, including subcontractor work. The Superintendent or designee will be available and on-call 24 hours a day.

When directed by the Engineer, designate an official backer/spotter or "dump-man" who shall wear specially marked clothing and specially marked hard hat which specifically identifies them as the backer/spotter and identifies that they are the person who is directing the backing operations. They shall be identified to all project personnel, Contractor and Owner's Representative, when dumping the various project materials throughout the course of the project.

Overhead and underground utilities exist in the vicinity of the project. The exact location of the underground utilities is not known. It is the Contractors responsibility to verify all utility locations.

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

In the event of unforeseen utility adjustment, the Contractor will prosecute their work in such a manner and sequence as to facilitate the adjustments to be made.

Contractor is to verify all elevations, grades and locations of existing and proposed structures and utilities prior to construction.

Furnish, to the Engineer, a list of the final profile grade line elevations.

**TRAVIS COUNTY ENVIRONMENTAL MANAGEMENT:**

Before beginning any construction, a Travis County development permit must be obtained. Post the development permit, the TCEQ Site Notice, and any other required permits at the job site in a highly visible location that is readily available for public inspection.

The contractor and primary operator shall follow the sequence of construction and the SW3P in these approved plans. The contractor and primary operator shall request Travis County inspection at specific milestones in the sequence of the construction of the site development corresponding to the priority inspections specified in Construction Sequencing notes in these approved plans. Development outside the limits of construction specified in the approved permit and construction plans is prohibited.

Prior to beginning any construction, the first phase of the temporary erosion/sedimentation control (ESC) measures and tall tree fencing required shall be in place prior to control installation and at other necessary points in the construction, the contractor shall request an on-site meeting with Travis County. Phasing on the controls for maximum effectiveness. When revegetation is deemed complete, the control and accumulated sediment shall be removed, unless directed to remain by Travis County Environmental Department.

Contractor shall install and maintain temporary erosion and sedimentation controls until revegetation is completed to prevent off site transportation of sediment and debris from the project in accordance with the approved plans. Travis County TNR may direct the contractor to adjust locations or add footage to the approved temporary control plan in areas where it is observed inadequate to prevent offsite sedimentation.

**Project Number:** 20CLR2271C

**County:** Travis County

**Highway:** County Line Road

Fill material must be managed and disposed of in accordance with all requirements specified in the approved plans, SW3P, and the Travis County Code. The contractor shall stockpile fill and construction materials only in the areas designed on the approved plans and not within the 100-year flood plain, waterway setback, Critical Environmental Feature setback, or outside the limits of construction. Disposal of solid waste materials, as defined by state law (e.g., litter, tires, decomposable wastes, etc.) is prohibited in permanent fill sites.

Before disposing any excess fill material off-site, the contractor or primary operator must provide the County Inspector documentation that demonstrates that all required permits for the proposed disposal site location, including Travis County, TCEQ Notice, and other applicable development permits, have been obtained. The owner or primary operator must revise the SW3P and ESC Plan if handling or placement of excess fill on the construction site is revised from the existing SW3P. If the fill disposal location is outside Travis County or does not require a development permit, the contractor or primary operator must provide the County Inspector the site address, contact information for the property owner of the fill.

Contractor to inspect the ESC weekly and after every significant rainfall, to determine if the controls are intact and functioning, and observe if sedimentation has exceeded specifications. The contractor shall perform all necessary repairs and remove excess sediment to designated spoil areas within 48 hours of inspection or County notification. The contractor is responsible under this contract to perform the required routine temporary control maintenance in within specified time frames.

In the event of any conflicts between the content in the SW3P Site Notebook and the content in the construction plans approved by Travis County, the construction plans shall take precedence.

**Final Site Stabilization.** All areas disturbed by the construction must be permanently revegetated and all temporary sediment controls and accumulated sedimentation must be removed before the County will issue a Certificate of Compliance for final site stabilization as part of final inspection and project completion.

**ESC Installation.** Install all temporary erosion and sediment controls (ESC) and tree protection measures in accordance with the approved ESC Plan sheets and the SW3P. Have a qualified inspector (as specified in Section 482.934(c)(3) of the Travis County Code) inspect the temporary erosion and sediment controls and prepare a certified SW3P Inspection Report regarding whether the temporary erosion and sediment controls were installed in conformance with the approved plans.

**Construct Sediment Basin(s).** Construct any storm water pond(s) first, whenever applicable, to be functional as construction sediment basin(s) before grading and excavating the entire site, as follows:

- a. Clear, grub, and excavate only the site areas and cut and fill quantities necessary to construct the pond(s) in accordance with these approved plans and the minimum standards described in the SW3P and the ESC Plan Sheet Notes for the temporary sediment basin embankments, walls, inflows, outfalls, drainage conveyance measures, sediment controls, and stabilization.
- b. Request County inspection and obtain County's written approval of the temporary sediment basin(s) before proceeding further in the sequence of construction. (PRIORITY INSPECTION)

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Construct Site Improvements. Begin the primary site clearing, excavation, and construction activities and continue the SW3P and ESC Plan implementation and maintenance per the approved plans.

Perform temporary stabilization in all disturbed areas that have ceased construction activities for 14 days or longer.

Perform permanent silt stabilization/re-vegetation immediately in all site areas at final plan grade and in all site areas specified for phased re-vegetation.

Complete construction site improvements and final stabilization per the approved plans.

Contractor shall remove existing fence and install temporary fence along easement when working in area and remove when work is complete. Contractor shall replace fence along ROW once work along channel is complete.

Contractor shall be paid by the linear footage of controls installed and measured in place. All maintenance and repair of esc due to construction and runoff disturbance and all sediment removal shall be subsidiary to ESC control bid items.

The contractor shall utilize only onsite area(s) as designated on the approved plans for temporary stockpiling and staging areas during construction, unless otherwise approved by Travis County TNR. Addition temporary ESC control and revegetation will be required for these areas and shall be subsidiary to ESC control bid items.

Contractor shall be responsible for the protection of all oak tree 4" or larger within the R.O.W. Trees shall be removed only as directed by the engineer.

The contractor shall not discharge pumped water containing suspended solids from excavations, sediment basins and stream crossings offsite on into waterways without taking measures to prevent sedimentation on the waterway. A dewatering plan must be submitted for approval prior to any dewatering activities onsite.

## **ITEM 2 – INSTRUCTIONS TO BIDDERS**

Before contract letting, bidders may obtain from the Engineer's office, the earthwork information. In addition, GEOPAK earthwork output listing will be available in electronic format, upon request, at no cost to the bidder. A Limit of Liability form will be required to be submitted for these electronic files.

Note that contractors must be prequalified prior to receiving the official bid form. To be prequalified the Contractor will need to submit the required prequalification forms (Non-Collusion Affidavit, Debarment Affidavit, Child support statement) per SP002-005-RMA, and have a bidding capacity per TxDOT sufficient for the cost of the project.

## **ITEM 4 – SCOPE OF WORK**

Final clean up will include the removal of excess material considered detrimental to vegetation growth along the front slope of the ditch. Materials, as specified by the Engineer, will be removed at the Contractor's expense.

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#### **ITEM 5 – CONTROL OF THE WORK**

If this Agreement authorizes the Authority or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide TxDOT with a fully executed copy of TxDOT's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on TxDOT right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and TxDOT may recover damages and all costs of completing the work.

Mark and maintain 100-foot station intervals for the duration of the project for mainlanes and frontage roads only, as directed. Consider subsidiary to pertinent bid items.

Fluctuations in the water table and existing site conditions (i.e. low spots holding water) may present issues during construction. Contractor is responsible for developing a plan to ensure the worksite is accessible for construction activities. All work associated with maintaining construction equipment access is considered subsidiary.

ROW monuments have been set. Contractor shall preserve the monuments and will be responsible for replacing any which are damaged by construction operations. Contractor shall be responsible for establishing the ROW and temporary construction easement limits defined in the plans by using ROW maps provided by the Authority and set ROW monuments. Consider subsidiary to pertinent items.

#### **Electronic Shop Drawing Submittals:**

Submit electronic shop drawing submittals using the Mobility Authority's Electronic Data Management System (EDMS), which will be established for the Project prior to commencing construction. Submittals will be addressed to the Construction, Engineering and Inspections (CE&I) Firm's Resident Engineer (RE) and additional staff, as appropriate.

#### **ITEM 6 - CONTROL OF MATERIALS**

Give a minimum of 5 business days' notice for materials, which require inspection at the Plant.

For structures with paint containing hazardous materials, provide locations of paint removal 60 days prior to begin removal.

#### **ITEM 7 – LEGAL RELATIONS AND RESPONSIBILITIES**

Roadway closures during key dates and/or special events are prohibited. See notes for Item 502 for the key dates and/or special events.

Refer to the Environmental Permits, Issues and Commitments (EPIC) plan sheets for additional requirements and permits.

When any abandoned well is encountered, cease construction operations in this area and notify the Engineer who will coordinate the proper plugging procedures. A water well driller licensed in the State of Texas must be used to plug a well.

Erosion control and stabilization measures must be initiated immediately in portions of the site where construction activities have temporarily ceased and will not resume for a period exceeding 14 calendar days. Track all exposed soil, stockpiles, and slopes. Tracking consists of operating a tracked vehicle or equipment up and down the slope, leaving track marks perpendicular to the direction

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of the slope. Re-track slopes and stockpiles after each rain event or every 14 days, whichever occurs first. This work is subsidiary.

Do not park equipment where driver sight distance to businesses and side street intersections is obstructed, especially after work hours. If it is necessary to park where drivers' views are blocked, make every effort to flag traffic accordingly. Give the traveling public first priority.

Restrict construction vehicles from traversing or utilization existing roadways, unprotected construction areas, and areas with vegetative cover.

Perform maintenance of vehicles or equipment at designated maintenance sites. Keep a spill kit on-site during fueling and maintenance. This work is subsidiary.

Transport any soils containment during construction of the proposed project site and properly dispose of off-site.

Maintain positive drainage for permanent and temporary work for the duration of the project. Be responsible for any items associated with the temporary or interim drainage and all related maintenance. This work is subsidiary.

Collect wastewater generated on-site by chemical toilets and transport off the recharge zone and dispose of properly.

Suspend all activities near any significant recharge features, such as sinkholes, caves, or any other subterranean openings that are discovered during construction or core sampling. Do not proceed until the designated Geologist or TCEQ representative is present to evaluate and approve remedial action.

Locate aboveground storage tanks kept on-site for construction purposes in a contained area as to not allow any exposure to soils. The containment will be sized to capture 150% of the total capacity of the storage tanks.

**For projects with PSLs in Edwards Aquifer Recharge/Contributing Zone or in USACE Jurisdictional Area:**

**Project Specific Location (PSL) in Edwards Aquifer Recharge and Contributing Zone.**

Obtain written approval from the Engineer for all on or off right of way PSLs not specifically addressed in the plans. Provide a signed SW3P sketch of the location 30 business days prior to use of the PSL. Include a list of materials, equipment and portable facilities that will be stored at the PSL.

**PSL in USACE Jurisdictional Area.**

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

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not been previously evaluated by the USACE. Provide the Department with a copy of all USACE coordination and approvals before initiating activities.

Proceed with activities in PSLs that do not affect a USACE jurisdictional area if self-determination has been made that the PSL is non-jurisdictional or proper clearances have been obtained in USACE jurisdictional areas or have been previously evaluated by the USACE as part of the permit review of this project. Document any determinations that PSL activities do not affect a USACE jurisdictional area. Maintain copies of PSL determinations for review by the Department or any regulatory agency. The Contractor must document and coordinate with the USACE, if required, before any excavation material hauled from or embankment material hauled into a USACE jurisdictional area by either (1) or (2) below.

1. **Restricted Use of Materials for the Previously Evaluated Permit Areas.** When an area within the project limits has been evaluated by the USACE as part of the permit process for this project.
  - a. Suitable excavation of required material in the areas shown on the plans and cross sections as specified in Standard Specification Item 110, Excavation is used for permanent or temporary fill within USACE jurisdictional area;
  - b. Suitable embankment from within the USACE jurisdictional area is used as a fill within a USACE evaluated area;
  - c. Unsuitable excavation or excess excavation that is disposed of at an approved location within a USACE evaluated area.
2. **Contacting Materials from Areas Other than Previously Evaluated Areas.** Provide the Department with a copy of all USACE coordination and approvals before initiating any activities in a jurisdictional area within the project limits that has not been evaluated by the USACE or for any off right of way locations used for the following, but not limited to, haul roads, equipment staging areas, borrow and disposal sites:
  - a. Standard Specification Item 132, Embankment is used for the temporary or permanent fill within a USACE jurisdictional area;
  - b. Unsuitable excavation or excess excavation that is disposed of outside a USACE evaluated area.

#### **Work over or near Bodies of Water (Lakes, Rivers, Ponds, Creeks, etc.).**

Keep on site a universal spill kit adequate for the body of water and the work being performed. No debris is allowed to fall into a body of water. Debris that falls into the water must be removed at the end of each work day. Debris that falls into the floodway must be removed at the end of each work week or prior to a rain event. This work is subsidiary.

#### **DSHS Asbestos and Demolition Notification.**

Complete and provide the Texas Department of State Health Services (DSHS) notification form to the Engineer at least 30 calendar days prior to bridge or bridge class culvert removal or renovation. Notify the Engineer via email of any changes to the work start and end dates.

#### **Migratory Birds and Bats.**

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Migratory birds and bats may be nesting within the project limits and concentrated on roadway structures such as bridges and culverts. Remove all old and unoccupied migratory bird nests from any structures, trees, etc. between September 16 and February 28. Prevent migratory birds from re-nesting between March 1 and September 15. All methods used for the removal of old nesting areas and the prevention of re-nesting must be submitted to the Mobility Authority 30 business days prior to begin work. This work is subsidiary.

If active nests are encountered on-site during construction, all construction activity within 50 ft. of the nest must cease immediately. Contact the Engineer to determine how to proceed.

No extension of time or compensation payment will be granted for a delay or suspension of work caused by migratory birds or bats. This work is subsidiary.

### **Law Enforcement Personnel.**

Submit charge summary and invoices using Mobility Authority-provided forms. Law enforcement personnel will be paid from force account.

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.

Show proof of certification by the Texas Commission on Law Enforcement Standards.

No payment will be made for law enforcement personnel needed for moving equipment or payment for drive time to/from the event site.

If the Contractor has a field office, provide an office location for a supervisory officer when event requires a supervising officer. This work is subsidiary.

A maximum combined rate of \$70 per hour for the law enforcement personnel and the patrol vehicle will be allowed. Any scheduling fee is subsidiary per Standard Specification 502.4.2.

Cancel law enforcement personnel when the event is canceled. Cancellation, minimums or "show up" fees will not be paid when cancellation is made 12 hours prior to beginning of the event. Failure to cancel within 12 hours will not be cause for payment for cancellation, minimums, or "show up" time. Payment of actual "show up" time to the event site due to cancellation will be on a case by case basis at a maximum of 2 hours per officer.

Alterations to the cancellation and maximum rate must be approved by the Engineer or pre-determined by official policy of the officers governing authority.

### **Back Up Alarm**

For hours 9 P to 5 A, utilize a non-intrusive, self-adjusting noise level reverse signal alarm. This is not applicable to hot mix or seal coat operations. This is subsidiary.

### **ITEM 8 – PROSECUTION AND PROGRESS**

Working Days will be charged based on a Seven-Day Workweek.

Work is allowed to be performed during the nighttime, with prior approval, per Article 8.3.



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Electronic versions of schedules will be saved in native format and delivered in both native and PDF formats.

Provide via email a 3-week look-ahead schedule in Gantt chart format. Submit weekly prior to the project meeting or by noon on Friday, whichever comes first. Designate each activity as night or day shift and include the name of the foreman or contractor. The chart shall have a specific section dedicated solely to lane closures and detours. Each lane closure and detour shall be an individual item on the schedule.

Maintain a Project Fact Sheet to be reviewed and distributed by the Mobility Authority. Update the fact sheet monthly and submit via email to the Engineer by 10th day of each month. Include a supplemental sheet with pictures of previous month's major items and description of the work shown in the picture. The fact sheet template will be provided by the Mobility Authority.

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Interim Milestone 1 shall begin upon the full closure of County Line Road and end when County Line Road is fully re-opened. The Contractor cannot close County Line Road until they have received the box culverts from the manufacturer. Interim Milestone 1 work shall be completed in 89 working days. For every day in excess of 89 days, there will be Liquidated Damages assessed at \$4,000 per day. There is no cap on the number of days for this assessment.

For the Project Substantial Completion Milestone, the Contractor will have 147 working days from NTP to achieve substantial completion. For every day in excess of 147 days, there will be Liquidated Damages assessed at \$4,000 per day. There is no cap on the number of days for this assessment. Substantial Completion shall be as defined in Special Provision 001-001-RMA.

For attaining Final Acceptance, the Contractor will have 182 days from NTP. For every day in excess of 182 days, there will be Liquidated Damages assessed at \$4,000 per day. There is no cap on the number of days for this assessment.

### Lane Closure Assessment

Rates for lane closures will be assessed as shown in the **Table 1** below. Unallowable lane closures during specific timeframes will be assessed based on these fees on an hourly basis. For Lane Closure Assessments, the hour will be broken into four 15-minute periods, rounded up to the nearest 15-minute period. These assessments apply to late closure pickup as well.

Lane Closure Period	Late Charges (Per Lane)	
	County Line Rd	
	Lane	Shoulder
0-15 mins	\$1,000	\$1,000
15-30 mins	\$2,000	\$2,000
30-45 mins	\$3,000	\$3,000
45-60 mins	\$4,000	\$4,000

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Every additional 15-minute interval after 1 hour	\$2,000	\$2,000
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For example: If the contractor has one southbound lane of traffic closed on County Line Rd until Monday at 5:32 a.m., the contractor is 32 minutes outside of the allowable lane closure period. Refer to Item 502 for Allowable Lane Closure Times. The late charges will be accrued as follows:

$$1 \text{ lane closed} \times [\$1,000 + \$1,000 + \$1,000] = \$3,000$$

Emergency lane closures are not subject to lane closure charge assessments. Emergency lane closures are defined as closures caused by circumstances other than those caused by the contractor and shall be approved by the authority.

#### **ITEM 100 - PREPARING RIGHT OF WAY**

Prep ROW must not begin until accessible trees designated for preservation have been protected, items listed in the EPIC have been addressed, and SW3P controls installed in accessible areas. Burning brush is not allowed.

Backfill material will be Type B Embankment using ordinary compaction.

Follow Item 752.4 Work Methods and Item 752 general notes when removing or working on or near trees and brush.

Unless shown otherwise in the plans or a designated non-mow area, perform trimming or removal for areas within 30 ft. of edge of pavement under construction. Trim or remove to provide minimum of 5 ft. of horizontal clearance and 7 ft. of vertical clearance for the following: sidewalks, paths, guard fence, rails, signs, object markers, and structures. Trim to provide a minimum of 14 ft. vertical clearance under all trees. This work is subsidiary.

Use hand methods or other means of removal if doing work by mechanical methods is impractical. This work is subsidiary to Item 100.

#### **ITEMS 104 AND 105 – REMOVING TREATED AND UNTREATED BASE AND ASPHALT PAVEMENT**

Existing typical is based on information available. This typical may not account for all maintenance work such as overlays or pavement repairs. A change in material type or thickness does not warrant additional payment. Payment is full compensation for removing all material to the depth specified.

Saw or mill existing asphalt and concrete pavement along neat lines where portions are to be left in place temporarily or permanently.

Properly dispose of unsalvageable material.

#### **ITEM 110 – EXCAVATION**

Unsuitable material encountered in a cut section will be considered waste. Unsuitable material is defined as shale, clay shale, shaley clay or an embankment material having a PI greater than 40.

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**ITEM 132 – ALL EMBANKMENT**

At no time will the retaining wall backfill material exceed the adjacent embankment operation by more than one lift. At no time will the embankment adjacent to the retaining wall backfill exceed the wall backfill by any elevation. Embankment placed over the area of MSE backfill must meet the same backfill requirements for the type specified under Item 423.

Unsuitable material will be determined by the Engineer.

Prior to beginning placement of embankment of existing area, correct or replace unstable material to a depth of 6 in. below existing grade. Embankment areas will be inspected prior to beginning work.

Embankment placed vertically within 5 ft. of the finished subgrade elevation or within the edges of the subgrade and treated with lime, cement, or other calcium-based additives must have a sulfate content less than 3000 ppm. Allow 5 business days for testing. Treatment of sulfate material 3000 ppm to 7000 ppm requires 7 days of mellowing and continuous water curing, in accordance TxDOT guidelines for Treatment of Sulfate-Rich Soils and Bases in Pavement Structures (9/2005). Material over 7000 ppm is not allowed.

Track all embankment slopes left idle for more than 14 days, within or at the end of the 14-day idle period to prevent erosion. Tracking consists of operating a tracked vehicle or equipment up and down the slope, leaving track marks perpendicular to the direction of the slope. Tracking slopes to prevent erosion is considered subsidiary to the pertinent items.

Obtain approval of all compaction equipment prior to backfilling and/or embankment operations.

**ITEM 132 – EMBANKMENT TY C**

Do not furnish shale clays. The Engineer must approve the embankment material before use on the project. Existing material from within the project limits or approved by the engineer may be used vertically beyond 5 ft. of the finished subgrade elevation or beyond the edge of the subgrade. Furnish embankment with sulfate content less than 3000 ppm if treated with calcium-based chemicals or within 5 ft. of the finished subgrade elevation.

Obtain approval of all compaction equipment prior to backfilling and/or embankment operations.

**TY C Requirements**

Percent Passing	Percent Retained					LL Max	PI Max	PI Min
	1 3/4"	7/8"	3/8"	#4	#40			
3"	0-10	10-20	-	45-75	50-85	45	20	6

**ITEM 160 - TOPSOIL**

Off-site topsoil will have a minimum PI of 25.

No Sandy Loam allowed.

Obtain approval of the actual depth of the topsoil sources for both on-site and off-site sources.

Construct topsoil stockpiles of no more than five (5) feet in height.

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It is permissible to use topsoil dikes for erosion control berms within the right of way, as directed.

Seed and track All topsoil slopes left idle for more than 14 days, within or at the end of the 14-day idle period to prevent erosion. Tracking consist of operating a tracked vehicle or equipment up and down the slope, leaving track marks perpendicular to the direction of the slope. Tracking slopes to prevent erosion is considered subsidiary to the pertinent items.

Salvage topsoil from sites of excavation and embankment. Maximum salvage depth is 6 inches.

Windrowing of topsoil obtained from the Right of Way (ROW) is not allowed.

#### **ITEMS 164 – SEEDING FOR EROSION CONTROL**

Obtain vegetation establishment of all seeded areas, including adequate coverage, prior to “Final Acceptance.” If all other work is complete, time charges may be suspended, until adequate coverage is established.

Do not use ryegrass for temporary cover.

Reseed all areas with “little or no” grass growth after 1 month from the last seeding date, as directed. Consider subsidiary to the various bid Items.

Provide temporary seed for erosion control Temporary Cool Season Seeding for Austin District, Table 3, and Temporary Warm Season Seeding, Table 4.

Provide permanent seed in accordance with Permanent Rural Seed mix for Clay Soils Austin District, Table 1. Reseed all disturbed areas in accordance with this unless otherwise specified on the plans.

Ponds and select areas shall be re-vegetated with sod as shown on the plans.

Provide measurements for payment of seeding for erosion control quantities before seeding. Consider subsidiary to the pertinent Items.

#### **ITEMS 164, 180 – SEEDING FOR EROSION CONTROL; WILDFLOWER SEEDING**

Provide seed meeting the requirements of the Federal Seed Act and Texas Seed Law.

#### **Permanent Seeding**

<b>Common Name</b>	<b>Scientific Name</b>	<b>Habit</b>	<b>lb. PLS/Acre</b>
Prairie Wildrye	<i>Elymus Canadensis</i>	Grass	2.0
Green Sprangletop	<i>Leptochloa Dubia</i>	Grass	1.0
Little Bluestem	<i>Schizachyrium Scoparium</i>	Grass	3.0
Sideoats Grama	<i>Bouteloua Curtipendula</i>	Grass	7.0
Buffalograss	<i>Bouteloua Dactyloides</i>	Grass	15.0
Curly-Mesquite	<i>Hilaria Belangeri</i>	Grass	1.0

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Purple Threeawn	<i>Artisida Purpurea Var. Purpea</i>	Grass	1.0
Hall's Panicum	<i>Panicum Hallii Var. Hallii</i>	Grass	0.5
Yellow Indiangrass	<i>Sorghashastrum Nutans</i>	Grass	2.5
		<b>TOTAL</b>	<b>33.0</b>
Illinois Bundleflower	<i>Desmanthus Illinoensis</i>	Forb	6.0
Indian Blanket	<i>Gaillardia Pulchella</i>	Forb	6.0
Lemon Mint	<i>Mondarda Citriodora</i>	Forb	1.0
Bluebonnet	<i>Lupinus Texensis</i>	Forb	12.0
Pink Evening Primrose	<i>Oenothera Speciosa</i>	Forb	1.0
Black-Eyed Susan	<i>Rudbeckia Hirta</i>	Forb	1.0
Texas Star	<i>Lindheimeria Texana</i>	Forb	1.0
Mealy Blue Sage	<i>Salvia Farinacea</i>	Forb	1.5
Partridge Pea	<i>Cassia (Chamaecrista) Fasciculata</i>	Forb	8.0
Plains Coreopsis	<i>Coreopsis Tinctoria</i>	Forb	1.0
		<b>TOTAL</b>	<b>38.5</b>

NOTE: 19 Species Total

#### **ITEM 168 – VEGETATIVE WATERING**

Water all areas of project to be seeded or sodded at a rate of one quarter inch per week for a minimum of 12 weeks from the date the area is seeded or sodded

Maintain the seedbed in a condition favorable for the growth of grass. Watering can be postponed immediately after a rainfall on the site of ½ inch or greater but will be resumed before the soil dries out. Continue watering until final acceptance.

Obtain water at a source that is metered (furnish a current certification of the meter being used) or furnish the manufacturer's specifications showing the tank capacity for each truck used. Notify the Engineer, each day that watering takes place, before watering, so that meter readings or truck counts can be verified.

Vegetative Watering is subsidiary to pertinent Sodding and Seeding Items.

Keep the Engineer informed of areas where Vegetative Watering has been performed.

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**ITEM 169 – SOIL RETENTION BLANKETS**

Use materials from Approved Products List for the Texas Department of Transportation (TxDOT). Refer to TxDOT website (<https://www.txdot.gov/business/resources/erosion-control.html>) for the latest version of Approved Products List.

Type A blankets containing straw fibers are not allowed.

**ITEM 204- SPRINKLING**

Apply water for dust control as directed. When dust control is not being maintained, cease operations until dust control is maintained. Consider subsidiary to the pertinent Items

**ITEM 216- PROOF ROLLING**

Conduct Proof Rolling as directed by the Engineer. When initial Proof Rolling yields a failing result, correct and perform Proof Rolling retest at the Contractor's expense to the satisfaction of the Engineer.

After the embankment subgrade is stripped of all vegetation and prior to placement of embankment, "Proof Rolling" shall be conducted as directed by the Engineer.

During the placement of embankment material located within limit of the proposed roadway, "Proof Rolling" shall be conducted as directed by the Engineer. Proposed roadway includes the area to the outside edge of sidewalk.

When directed by the Engineer to perform "Proof Rolling", it will be paid for in accordance with Item 216.

**ITEM 247- FLEXIBLE BASE**

The lift thickness will be 4" to 6" unless shown in the plans. When compacted in multiple lifts, the density of the bottom and middle lifts will be 95% and 98% of the maximum dry density, respectively.

Correction of subgrade soft spots is subsidiary.

Complete all subgrade, ditches, slopes, and place all drainage structures to conform to required lines, grades, and cross-sections, as shown and directed, prior to the placement of Flex Base.

Do not use a vibratory roller to compact the material directly over a box culvert.

**ITEM 300s – ASPHALTS, OILS, AND EMULSIONS**

Asphalt season is May 1 thru September 15. Emulsified Asphalt season is April 1 thru October 15.

Apply tack coat at 0.06 GAL/SY (residual). Apply non-tracking tack coat using manufacturer recommend rates. In addition to tack allowed per the specification, an approved list of tack coats is maintained by the District Lab.

**ITEM 310 – PRIME COAT**

Apply blotter material to all driveways and intersections. This work is subsidiary.

When Multi Option is allowed, provide MC 30, EC 30 or AE-P. MC 30 is not allowed in Travis County.

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Rolling to ensure penetration is required.

Perform work during good weather, unless otherwise directed by the Engineer. If work is performed at the Contractor's option, when inclement weather is impending, and the work is damaged by subsequent precipitation, the Contractor is responsible for all costs associated with replacing the work, if required.

### **ITEM 3076 - DENSE-GRADED HOT-MIX ASPHALT**

The Contractor must sample asphalt binder, in accordance to the applicable item. Label the sample can with the corresponding CSJ, lot, and subplot numbers. Samples must be stored in a common area where they are readily available to the TxDOT and/or Mobility Authority representative at the plant. The Contractor will be responsible for supplying storage for all samples. Retain all asphalt samples until hot mix production is complete or directed otherwise. Contractor is responsible for disposal of all asphalt binder samples, in accordance to Local, State, and Federal regulations.

Core holes may be filled with an Asphaltic patching material meeting the requirements of DMS-9203 or with SCM meeting requirements of DMS-9202.

Mill a transverse butt joint to transition from the new ACP to the existing surface. Make the transition a minimum of 50' H: 1"V. Saw cut the existing pavement at the transverse but joint .Use a device to create a maximum 3H: 1V notched wedge joint on all longitudinal joints of 2" or greater. This work is subsidiary.

Install transverse butt joints with 50 ft. H: 1 in. V transition from the new ACP to the existing surface. Install a butt joint with 24 in. H: 1 in. V transition from the new ACP to a driveway, pullout or intersection. Saw cut the existing pavement at the butt joints. This work is subsidiary.

Use a device to create a maximum 3H:1V notched wedge joint on all longitudinal joints of 2 in. or greater. This work is subsidiary.

Prior to milling, core the existing pavement to verify thickness. This work is subsidiary.

Ensure placement sequence to avoid excess distance of longitudinal joint lap back not to exceed one day's production rates.

Submit any proposed adjustments or changes to a JMF before production of the new JMF.

Tack every layer. Do not dilute tack coat. Apply it evenly through a distributor spray bar.

Provide a minimum transition of 10' for intersections, 10' for commercial driveways, and 6' for residential driveways unless otherwise shown on the plans.

Irregularities will require the replacement of a full lane width using an asphalt paver. Replace the entire subplot if the irregularities are greater than 40% of the subplot area.

Lime or an approved anti-stripping agent must be used when crushed gravel is utilized to meet a SAC "A" requirement.

When using RAP or RAS, include the management methods of processing, stockpiling, and testing the material in the QCP submitted for the project. If RAP and RAS are used in the same

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mix, the QCP must document that both of these materials have dedicated feeder bins for each recycled material. Blending of RAP and RAS in one feeder bin or in a stockpile is not permitted.

Asphalt content and binder properties of RAP and RAS stockpiles must be documented when recycled asphalt content greater than 20% is utilized.

Use a maximum allowable amount of 50% RAP. Asphalt content and binder properties of RAP and RAS stockpiles must be documented when recycled asphalt content greater than 20% is utilized.

No RAS is allowed in surface courses.

Department approved warm-mix additives is required for all surface mix application when RAP is used. Dosage rates will be approved during JMF approval.

The Hamburg Wheel Test will have a minimum rut depth of 3mm.

Use the SGC for design and production testing of all mixtures. Design all Dense-Graded Type D mixtures as a surface mix, maximum 15% RAP and no RAS.

When using substitute binders, mold specimens for mix design and production at the temperature required for the substitute binder used to produce the HMA.

The Hamburg Wheel minimum number of passes for PG 64 or lower is reduced to 7,000. The Engineer may accept Hamburg Wheel test results for production and placement if no more than 1 of the 5 most recent tests is below the specified number of passes and the failing test is no more than 2,000 passes below the specified number of passes.

All roadways to be completed before placement of the Final Surface Course, unless otherwise directed by the Engineer.

#### **ITEM 400 - EXCAVATION AND BACKFILL FOR STRUCTURES**

Unless shown on the plans, the following backfill will apply to cutting and restoring flexible pavement. Backfill with cement-stabilized backfill. The cement-stabilized backfill is subsidiary. Cap the backfill with Type B hot-mix to a depth equal to the adjacent hot-mix. At locations where the backfill surface is final, place 1-1/2 in. Type D for the surface. The minimum hot-mix depth will be 4 in.

Saw-cut the pavement at the edge of the excavation. This work is subsidiary.

Top of excavations shall maintain a minimum of 4' clear distance to existing roadways.

Obtain approval of all compaction equipment prior to all backfilling operations.

Backfill the bridge ends in accordance with the limits shown on TxDOT "CSAB" Standard. Use material in accordance with "CSAB" or Item 423, Type BS. The "CSAB" optional bond breaker materials are allowed. This work is subsidiary.



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**ITEM 403 – TEMPORARY SPECIAL SHORING**

Temporary Special Shoring shall be provided as shown in the Plans or as required for construction. The contractor is responsible for determining exact locations and shoring types appropriate considering his construction methodology, work sequencing, placement and space needs, etc. Contractor is responsible for safety and stability of shoring at all times.

Temporary Special Shoring shall be provided for all excavations with a cut depth of 5ft or greater.

Temporary Special Shoring in in-situ soft soils shall be laid back at a slope no steeper than 2H:1V. Temporary Special Shoring in in-situ hard rock materials may be cut vertically provided excavation is stable.

Where laid back cut cannot be achieved due to nearby roadway or R.O.W., alternative Temporary Special Shoring shall be used. Contractor is responsible for selecting type of shoring appropriate for each application.

See Item 400 “Excavation and Backfill for Structures” for limitations regarding placement of shoring.

**ITEM 432 - RIPRAP**

Mow strip riprap will be 4 in. and all other riprap will be 5 in. unless otherwise shown on the plans or in the pay items.

Saw-cut existing riprap then epoxy 12 in. long No. 3 or No. 4 bars 6 in. deep at a maximum spacing of 18 in. in each direction to tie new riprap to existing riprap. This work is subsidiary.

Provide weephole in riprap as shown on plans or as directed.

Rock Riprap will be as shown on the plans or in the pay items.

**ITEM 462 - CONCRETE BOX CULVERTS AND DRAINS**

Notify the Engineer 10 business days prior to opening or removing traffic from a bridge or portion of a bridge, and the completion of bridge work. notification is required for all new and modified structures. This requirement includes bridge class culverts.

Remove all loose Formwork and other Materials from the Floodplain or drainage areas, daily, which could float off in a Storm water Event, as directed.

**ITEM 466 - HEADWALLS AND WINGWALLS**

Use Class C concrete for headwalls or wingwalls.

Remove all loose Formwork and other Materials from the Floodplain or drainage areas, daily, which could float off in a Storm water Event, as directed.

**ITEM 467 - SAFETY END TREATMENT**

Field adjust pipe end to maintain the necessary slope. Field cutting of pipe end is allowed. Coat all metal field cuts or exposed reinforcement with asphalt paint.

All Type II SETs shall have riprap aprons as shown on the plans.

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**ITEM 479 – ADJUSTING MANHOLES AND INLETS**

Accept ownership of the inlet grates and manhole covers and properly dispose of them outside the limits of the right of way in accordance with federal, state and local regulations.

For existing inlets and manholes to be adjusted, remove the top of the inlet or manhole, as shown in the plans, with care not to damage any portion of the structure that is to remain in place. Contractor shall repair or replace any concrete removed beyond the neat lines or other established lines.

Maintain drainage at curb inlets until the final roadway surface is placed.

**ITEM 496 – REMOVING STRUCTURES**

No debris is allowed to fall into a body of water. Debris that falls into the water must be removed at the end of each work day. Debris that falls into the floodway must be removed at the end of each work week or prior to a rain event

Accept ownership of the inlet grates and manhole covers and properly dispose of them outside the limits of the right of way in accordance with federal, state and local regulations.

**ITEM 502 - BARRICADES, SIGNS, AND TRAFFIC HANDLING**

Table 1

<u>Roadway</u>	<u>Limits</u>	<u>Allowable Closure Time</u>
US 290 E	IH 35 to SH 95	8 P to 5 A
All	Within 200' of a signalized intersection	9 P to 5 A
All	All (Full Closure, see allowable work below)	11 P to 4 A

Table 2 (Mobile Operations)

<u>Roadway</u>	<u>Allowable Sun Night thru Fri Noon</u>	<u>Allowable Sat thru Sun Morn</u>
Within Austin City Limits	10 A to 2 P and 7 P to 6 A	7 P to 10 A
Outside Austin City Limits	9 A to 3 P and 7 P to 7 A	6 P to 11 A
IH 35 main lanes	10 P to 5 A	9 P to 9 A
AADT over 50,000	8 P to 6 A	8 P to 10 A

For roadways without defined allowable closure times, nighttime lane closures will be allowed from 8 P to 5 A. Unless stated, daytime or Friday night lane closures will not be allowed and one lane in each direction will remain open at all times for all roadways.

Full closures only allowed Sunday Night thru Friday morning for bridge beam installation, bridge demolition, or OSB truss removal/installation. Full closures only allowed for roadways with frontage roads or if a designated detour route is provided in the plans.

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No closures will be allowed on the weekends adjacent to, working day prior, and working day after the National Holidays defined in the Standard Specifications and Easter weekend. Closures the Sunday of the Super Bowl will not be allowed from 1 P to 11 P. No closures will be allowed on Friday and the weekends for Formula 1 at Circuit of the Americas, Austin City Limits Fest, South by Southwest, Republic of Texas Rally, UT home football games, Rodeo Austin, State of Texas sales tax holiday, or other special events that could be impacted by the construction. All lanes will be open by noon of the day before these special events.

To account for directional traffic volumes, begin and end times of closures may be shifted equally by the Engineer. The closure duration will remain. Added compensation is not allowed.

Submit an emailed request for a lane closure (LCN) to the Mobility Authority/TxDOT. The email will be submitted in the format provided. Receive concurrence prior to implementation. Submit a cancellation of lane closures a minimum of 18 hours prior to implementation. Blanket requests for extended periods are not allowed. Max duration of a request is 2 weeks prior to requiring resubmittal. Provide 2-hour notice prior to implementation and immediately upon removal of the closure.

For roadways listed in Table 1: Submit the request 96 hours prior to implementation.

For roadways not listed in Table 1: Submit the request a minimum of 48 hours prior to the closure and by the following deadline immediately prior to the closure: 11A on Tuesday or 11A on Friday.

For all roadways: Submit request for traffic detours and full roadway closures 168 hours prior to implementation. Submit request for nighttime work 96 hours to implementation date.

Maintain a minimum of 1 through lanes in each direction during the daylight hours, unless otherwise directed in plans.

Cancellations of accepted closures (not applicable to full closures or detours) due to weather will not require resubmission in accordance with the above restrictions if the work is completed during the next allowable closure time.

In the case of an unauthorized lane closure, all approved LCNs will be revoked until a meeting is held between the contractor and the Engineer. No lane closure notices will be approved until the meeting is concluded.

Coordinate Main Lane closures with adjacent projects including those projects owned by other agencies and departments. Closures that conflict with adjacent contractor will be prioritized according to critical path work per latest schedule. Conflicting critical path or non-critical work will be approved for first LCN submitted. Denial of a closure due to prioritization or other reasons will not be reason for time suspension, delay, overhead, etc.

Cover, relocate or remove existing signs that conflict with traffic control. Install all permanent signs, delineation, and object markers required for the operation of the roadway before opening to traffic. Use of temporary mounts is allowed or may be required until the permanent mounts are installed or not impacted by construction. Maintain the temporary mounts. This work is subsidiary.

Shadow Vehicle with TMA is required as shown in the TCP sheets and for setup/removal of traffic control devices.

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Meet with the Engineer prior to lane closures to ensure that sufficient equipment, materials, devices, and workers will be used. Take immediate action to modify traffic control, if at any time the queue becomes greater than 20 minutes. Have a contingency plan of how modification will occur. Consider inclement weather prior to implementing the lane closures. Do not set up traffic control when the pavement is wet.

Place a 28-inch cone, meeting requirements of BC (10), on top of foundations that have protruding studs. This work is subsidiary.

Incorporate and maintain a 3H: 1V safety wedge into the proposed construction for any roadway edge of 2 inches or greater adjacent to a roadway under traffic. Installation and removal of a safety wedge is subsidiary.

To determine a speed limit or an advisory speed limit, submit a request to TxDOT 60 business days prior to manufacture of the sign. Furnish advisory speed signs in enough numbers as directed.

Do not set up traffic control when the pavement is wet.

Maintain access to all streets and driveways at all times, unless otherwise approved. Considered subsidiary to the pertinent Items.

When necessary for construction operations, Mailboxes are to be temporarily relocated. The relocations are to be accessible to both property owner and mail carrier. Temporary Mailbox Mounts shall conform to TxDOT "Compliant Work Zone Traffic Control Device (CWZTCD) List" or MB-15 (1) Standard. All work associated with the relocations will be considered subsidiary to Item 502.

#### **Lane Closure Advance Notification Requirements:**

Submit an email request for a Lane Closure Notice (LCN), including One-Lane Two-Way TCP, to the Engineer. Submit the request a minimum of 48 hours (96 hours for nighttime work) prior to the closure. The email will indicate the estimated date, time, duration and location for the proposed work. As part of the LCN, submit a written description of the lane closure(s) depicting proposed traffic control devices used, based on the appropriate plan sheet, TxDOT and TMUTCD standards, and an operational description of the work to be performed. Secure concurrence, prior to the publication of any notices or placement of any traffic control devices for implementation of the traffic control plan, hereinafter called a Lane Closure Notice (LCN).

#### **ITEM 506 - TEMPORARY EROSION, SEDIMENTATION, AND ENV CONTROLS**

Install, maintain, remove erosion, sedimentation and environmental control measures in areas of the right of way utilized by the contractor that are outside the limits of disturbance required for construction. Permanently stabilize the area. This work is subsidiary.

#### **SWP3 Inspection Areas and Report Contents (Travis County EXHIBIT 482.951)**

The owner or primary operator of the construction site shall designate a qualified inspector possessing the required certification (as specified in Section 482.934(c)(3)) to perform a weekly SWP3 inspection and prepare a signed SWP3 Inspection Report of the inspection findings.

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The construction site areas and the control measures listed herein are to be used as a minimum as the uniform criteria by the owner's qualified inspector, as well as the County Inspector, to evaluate and determine a project's compliance status with the approved SWP3 and ESC Plan.

In addition, on an ongoing basis and following storm events, the primary operator's responsible on-site personnel shall also inspect and address these items during construction as required by the SWP3, ESC Plan, and Travis County Code, Section 482.951, Areas of Inspection. At the very least, the following areas must be inspected:

1. Disturbed areas and the approved limits of construction.
2. Perimeter and interior sediment controls.
3. Areas undergoing temporary stabilization or permanent vegetation establishment.
4. Temporary and permanent fill and spoil storage or disposal areas.
5. Storage areas for materials and equipment that are exposed to rainfall
6. Outfall locations and the areas immediately downstream.
7. Structural controls, including sediment ponds, sediment traps, and drainage diversions.
8. Haul roads and locations where vehicles enter or exit the site, and adjacent roadways for evidence of off-site sediment tracking.
9. Waterway crossings and areas adjacent to waterways and critical environmental features.
10. Concrete wash out areas and all areas requiring control measures for non-storm water discharges, including dust, solid waste, de-watering, material spills, vehicle maintenance and washing, and wash water discharges.
11. Locations of all control measures that require maintenance, including any control measure identified in the previous SWP3 Inspection Report which required maintenance or revision by the owner or primary operator.
12. Locations of any discharge of sediment or other pollutants from the site and any disturbance beyond the approved limits of construction.
13. Locations of control measures that failed to operate as designed or proved inadequate for a particular location.
14. Locations where an additional ESC or control measure is needed.

The SWP3 Inspection Report must include:

A. Findings as to whether the following structural and non-structural controls required for the site areas listed above are functioning: in compliance with the approved SWP3 and ESC Plan:

1. Erosion source controls, including the approved sequence of construction and grading plan limits, drainage diversion measures, temporary and permanent fill disposal and stockpile management measures.
2. Sediment controls, including perimeter and interior controls, sediment traps and basins, and the sequence of construction requirements for the sediment controls.
3. Permanent erosion and soil stabilization controls, based on the sequence of construction and critical site improvements, and the cessation of construction activities, including temporary stabilization measures for areas inactive for longer than 14 days, and permanent stabilization measures for areas at final grade.
4. Other applicable controls and pollution prevention measures.

B. Rainfall documentation:

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1. For projects that comprise ten acres or more, the documentation must include rainfall dates and amounts in accordance with Section 482.934(e); and
2. For projects that comprise less than ten acres, the documentation must include accurate rainfall data from a location closest to the site.

C. Corrective actions required for any non-compliant items and the schedule for bringing these items into compliance.

The SWP3 Inspection Report contents must contain the inspection findings for the required areas and control measures listed herein and certify whether the site is in compliance with the approved SWP3 and ESC Plan.

Either at the time of each SWP3 inspection, or no later than the date of the inspection, the owner's qualified inspector shall prepare and sign a SWP3 Inspection Report.

The owner or primary operator shall upload each required SWP3 or ESC Plan Inspection Report to the mypermitnow.org customer portal for Travis County. An alternate method of report submittal may be used if approved by the County Inspector.

Erosion control measures must be initiated immediately in areas where construction activities have ceased and will not resume for a period exceeding 14 calendar days. Vertical track all exposed soil, stockpiles, and slopes. Re-track after each rain event or every 14 days, whichever occurs first. Sheep foot roller is allowed for vertical tracking. This work is subsidiary.

#### **ITEM 530 – INTERSECTIONS, DRIVEWAYS, AND TURNOUTS**

Notify property owners a minimum of 48 hr. in advance of beginning work on their driveway. Provide a list of each notification and contact prior to each closure. Only close driveways for reconstruction if duration and alternate access are approved. Install and maintain material across a work zone as temporary access. Temporary access must not have grade breaks that exceed 8%. This work is subsidiary.

Grade breaks must not exceed 8%. Sidewalk crossing slope will be 1.5% and 5 ft. wide with width reduction in approved locations.

For ACP or SURF TREAT, the pavement structure will match the adjacent roadway unless detailed on the plans. HMA, including surface, may use a maximum allowable amount of 40% RAP and 5% RAS for private driveways, public driveways for 2-lane roadways or smaller, and turnouts. Blending of 2 or more sources is allowed. Furnish base meeting the requirement for any type or grade in accordance with Item 247. Compressive strengths for flexible base are waived. Base must be placed using ordinary compaction.

For CONC, the pavement structure will be 6 in. thick and have 3 in. base bedding unless detailed on the plans. Furnish base meeting ACP or SURF TREAT requirements. Class A concrete is required and may use Coarse Aggregate Grades 1-8. Expansion joints will be placed every 20 ft. Expansion joints will be constructed as detailed in the latest TxDOT Concrete Curb and Curb and Gutter Standard. Reinforcement will be in accordance with concrete riprap for Item 432.3.1., unless specified on the plans.

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#### **ITEM 540 - METAL BEAM GUARD FENCE**

Adjust the limits of the Metal Beam Guard Fence (MBGF) to meet field conditions. Stake the locations for approval prior to installation. Install all permanent MBGF and delineators before opening the road to traffic.

Furnish round timber posts. Furnish steel posts at locations where the minimum embedment shown on the plans for wooden posts cannot be achieved. Field verify the steel post lengths before fabrication. Consider the steel posts subsidiary.

Adjust existing rail as per plans and in accordance with the latest TxDOT standard. Removal, replacement, or installation of mow strip block out material will be subsidiary. Constructing new or backfilling, using class B concrete, unused mow strip block outs will be subsidiary.

#### **ITEM 542 – REMOVING METAL BEAM GUARD FENCE**

Contractor retains all materials. Contractor may reuse steel posts, composite blocks, and metal beam rail elements that are undamaged, rust free, and dent free, and in compliance with current standards. Structurally sound rust spots with the largest dimension of 4 in. may be cleaned and repaired in accordance with 540.3.5 Galvanizing Repair. Contractor may punch or field drill holes in the metal rail element to accommodate post spacing. Additional holes for splice or connections are not allowed. The holes shall be spaced in accordance with the latest standard and shall not be closer than the minimum spacing shown on the standard.

#### **ITEM 600s – LIGHTING, SIGNING, MARKINGS, AND SIGNALS**

Use materials from Material Producer List as shown on the TxDOT website (TxDOT.gov > Business > Resources). Furnish new material as required per Standard Specification.

Meet the requirements of the NEC, Texas MUTCD, TxDOT standards, and TxDOT Standard Specifications. If existing elements shown to remain do not meet the codes or specifications, provide notice to the Engineer.

Provide a 7-day advance email notice to the Engineer to request illumination or traffic signal punch list inspection.

Provide a 14-day advance email notice to the Engineer with signal technician contact information and signal locations prior to assuming maintenance and operations of illumination or traffic signal.

Provide a 60-day advance email notice to the Engineer to request signal timing if timing is not provided in the plans.

#### **ITEM 636 - SIGNS**

Final location of the signs must be approved prior to installation.

Stake all sign locations and receive approval prior to sign placement.

Leave the advance guide sign and/or exit direction sign for an interchange in place at all times unless directed to remove the signs.

All signs that are to be replaced should have the old sign removed and the new sign placed within the same day and the same operation and setup.

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Manufacture all white legends using Clearview font on overhead and large ground-mounted guide signs. This includes destinations, cardinal directions, exit information and exit numbers. Use the font shown on the current Standard Drawings for all route markers and "Exit Only" panel information.

Provide shop drawings for signs. The shop drawings shall conform to the details shown on the plans. The shop drawings shall show the details of the panels, wind beams, stiffeners, joint backing plates, splices, joint backing plates, splices, fasteners, brackets, and sign support connections. The shop drawings shall show letter types and sizes, interline spacing and message arrangements.

Any sign with CTRMA logo displayed shall be approved by the Mobility Authority prior to fabrication.

Affix a sign identification decal to the back of all new signs in accordance with Item 643. Attach sheeting applied to extruded aluminum panels to each individual extrusion.

Install new overhead signs tilted "down" at 3°. The 3° bracket will be mounted directly to the back of the sign and then to the beam/truss. Furnish and obtain approval of all shop drawings detailing the method to accomplish this installation.

Contractor shall use new hardware to attach new ground mount and overhead signs to existing structure (subsidiary to pay item 636).

Ensure the minimum vertical clearance, as shown in the plans, at the highpoint of the roadway after the installation of all overhead signs. Mount new overhead signs with 46% of the largest sign height positioned below the centerline of the beam/truss, or obtain approval for any exceptions.

Disconnect and isolate any existing electrical power prior to removal of the sign lights.

Disconnect all sign lighting fixtures on the overhead sign structures at the service poles and remove the service poles where indicated on the plans. Abandon associated conduit as directed at these locations. Contact the appropriate power company and close the accounts at these locations. Notify the TxDOT signal shop at (214) 320-6682 when the accounts have been closed and remove the meters at these locations and deliver them to the TxDOT signal shop.

Remove existing lights and walkways on all sign structures and bridge mounted signs within the project limits.

Contractor will retain ownership of replaced signs.

**ITEM 644, 647, 650 – SMALL ROADSIDE SIGN ASSEMBLIES; LARGE ROADSIDE SIGN SUPPORTS AND ASSEMBLIES; OVERHEAD SIGN SUPPORTS**

Prior to taking elevations to determine lengths for fabrication of sign posts and/or sign support towers, obtain verification of all proposed locations.

Provide field galvanizing and metalizing equipment as per Item 445, at all times and make repairs to galvanized surfaces according to Section 445.3.D.

After sign support with signs attached have been erected, wash individual units requiring cleaning with an approved cleaning solution to remove all grease, oil, dirt, smears, streaks, and other foreign particles.



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A 3 inch strip of red reflective sheeting shall be placed on all Do Not Enter sign assemblies. This sheeting shall be placed directly below the Do Not Enter sign for the entire length of the sign post facing wrong way traffic.

The post lengths shown on the Summary of Large Signs are approximations only. Field-verify before fabrication and installation.

Torque the anchor bolts for only the Exit Gore signs to 60 foot-pounds.

#### **ITEM 644 – SMALL ROADSIDE SIGN ASSEMBLIES**

The 2 1/2-inch, Schedule 10 post will meet the following requirements:

- 0.120 inch nominal wall thickness
- Seamless or electric-resistance welded steel tubing or pipe
- Steel will be HSLAS Grade 55 per ASTM A1011 or ASTM A1008

Other steel may be used, if it meets the following:

- 55,000 psi minimum yield strength
- 70,000 psi minimum tensile strength
- 20% minimum elongation in 2 inches
- Wall thickness (uncoated) to be within the range of 0.108 in. to 0.132 in. galvanization per ASTM A123 or ASTM A653 G90

For pre-coated steel tubing (ASTM A653), recoat tube outside diameter weld seam by metalizing with zinc wire per ASTM B833.

Roll pin will be required as shown on SMD (Slip-1)-08. Contractor shall confirm method of installation per SOSS.

Verify all post lengths to ensure the proper sign height. Remove and replace any sign that in the opinion of the Project's Representative, was installed incorrectly, at no additional cost to the Mobility Authority.

Provide "Bolt Clamp" Type for signs with Texas Universal Triangular Slip Base.

The contractor shall verify all post lengths to ensure the proper sign height. The contractor shall remove and replace any sign that in the opinion of the Project Engineer, was installed incorrectly, at no additional cost to the Mobility Authority.

The contractor shall provide Texas universal triangular slip base for all signs, with "Bolt Clamp" type. Use lengths of trusses, tower heights, and posts shown.

Triangular slip base that use set screws to secure the post will require 1 of the set screws to penetrate the post by drilling a hole in the post at the location of the screw. All set screws shall be treated with anti-seize compound.

*Fabricate all small signs not detailed on the plans in conformance with the latest edition of the "Standard Highway Sign Designs for Texas."*

<http://www.txdot.gov/business/resources/signage.html>

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**ITEM 658 – DELINEATOR AND OBJECT MARKER ASSEMBLIES**

Installation and maintenance of portable CTB reflectors will be subsidiary to the barrier.

**ITEM 666 - RETROREFLECTORIZED PAVEMENT MARKINGS**

Notify the Engineer at least 24 hours in advance of work for this item.

Place longitudinal markings nightly for roadways with ADT greater than 100,000. Use of temporary flexible reflective roadway marker tabs is subsidiary and at the Contractor's option. Replace missing or damaged tabs nightly. If using tabs, place longitudinal markings weekly by 5 AM Friday for all weekday work and by 5 AM Monday for all weekend work. Failure to maintain tabs or place longitudinal markings by deadline will require nightly placement of pavement markings.

Place longitudinal markings no later than 7 calendar days after placement of the surface for roadways with AADT greater than 20,000. Place longitudinal markings within 10 calendar days of placing surface for roadways with ADT greater than 5,000.

Pavement Sealer will cure 48 hours prior to placing TY I markings. Roadway surface will cure 72 hours prior to placing TY I.

When the raised portion of a profile marking is placed as a separate operation from the pavement marking, the raised portion must be placed first then covered with TY I.

When using black shadow to cover existing stripe apply a non-retroreflective angular abrasive bead drop. The marking color shall be adjusted to resemble the pavement color. If Item 677 is not used prior to placement of black shadow, scrape the top of the marking with a blade or large piece of equipment unless surface is a seal coat. The scraping of the marking is subsidiary.

Placement of markings using mobile operations will be limited to non-peak hours.

**Peak Hours for Mobile Operations**

<u>Location</u>	<u>Weekday</u>	<u>Weekend</u>
Within Austin City Limits	9 P to 5 A	5 P to 11 A
Outside Austin City Limits	9 P to 5 A	5 P to 11 A
ADT over 100,000	9 P to 5 A	5 P to 11 A

**ITEM 6001 – PORTABLE CHANGEABLE MESSAGE SIGN**

Provide 2 "Electronic" Portable Changeable Message Sign(s) (EPCMS) as part of the traffic control operations and provide another one that is available to utilize when a backup is needed. Consider the one designated for backup as subsidiary to the various Items of the project. All EPCMS will be exclusive to this project, unless otherwise approved. Placement location and message as directed.

Place appropriate number of "Electronic" Portable Changeable Message Signs (EPCMS) at locations requiring lane closures for one-week prior to the closures, or as directed. Obtain approval for the actual message that will appear on the boards. If more than two phases of a message are required per board, provide additional EPCMS's to meet the two-phases-per-board requirement. Provide a replacement within 12 hours. EPCMS will be available for traffic control, event notices, roadway conditions, service announcements, etc.

**Central Texas Regional Mobility Authority**

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**COUNTY LINE ROAD CONSTRUCTION PROJECT**

CTRMA CONTRACT NO. 20CLR2271C

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SPECIFICATION LIST

PREFACE:

The "Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges" of the Texas Department of Transportation, 2014, as amended and augmented by the Supplemental Specifications following, shall govern the performance of the Contract. These specifications hereby are made a part of the Contract as fully and with the same effect as if set forth at length herein.

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

Attention is directed to the use of "Proposal" in standard TxDOT documents included in this contract (Standard Specifications, Special Provisions, & Special Specifications) is equivalent to "Bid" in the Mobility Authority's documents. This shall be accounted for when working contract documents prepared by the Mobility Authority with those standards prepared by TxDOT.

Attention is directed to the use of "Department" in standard TxDOT documents included in this contract (Standard Specifications, Special Provisions, & Special Specifications) is equivalent to "Mobility Authority" in the Mobility Authority's documents.

References made to specific section numbers in these Special Provisions, or in any of the various documents which constitute the complete Contract Documents, shall, unless otherwise denoted, be construed as referenced to the corresponding section of the "Standard Specifications" issued by the Texas Department of Transportation in 2014.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY  
GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

(STANDARD SPECIFICATIONS, SPECIAL PROVISIONS, AND SPECIAL SPECIFICATIONS)

WHERE DISCREPANCIES OCCUR BETWEEN THE TECHNICAL SPECIFICATIONS, THE FOLLOWING DESCENDING ORDER OF PRIORITY SHALL GOVERN: (1) SPECIAL CONDITIONS, (2) SPECIAL PROVISIONS TO SPECIAL SPECIFICATIONS, (3) SPECIAL SPECIFICATIONS, (4) SPECIAL PROVISIONS, AND (5) STANDARD SPECIFICATIONS.

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

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

- ITEMS 1-9 GENERAL REQUIREMENTS AND COVENANTS
- ITEM 100 PREPARING RIGHT OF WAY
- ITEM 104 REMOVING CONCRETE
- ITEM 105 REMOVING TREATED AND UNTREATED BASE AND ASPHALT PAVEMENT
- ITEM 110 EXCAVATION
- ITEM 132 EMBANKMENT
- ITEM 160 TOPSOIL
- ITEM 164 SEEDING FOR EROSION CONTROL (162) (166) (168)
- ITEM 168 VEGETATIVE WATERING
- ITEM 169 SOIL RETENTION BALNKETS
- ITEM 260 LIME TREATMENT (ROAD-MIXED)
- ITEM 310 PRIME COAT (300)
- ITEM 400 EXCAVATION AND BACKFILL FOR STRUCTURES
- ITEM 401 FLOWABLE BACKFILL
- ITEM 402 TRENCH EXCAVATION PROTECTION
- ITEM 403 TEMPORARY SPECIAL SHORING (423)(410)(411)

- ITEM 432 RIPRAP (247) (420) (421) (431) (440)
- ITEM 450 RAILING (421)(440)(441)(442)(445)(540)
- ITEM 462 CONCRETE BOX CULVERTS AND DRAINS (420)(421)(440)(464)
- ITEM 464 REINFORCED CONCRETE PIPE
- ITEM 466 HEADWALLS AND WINGWALLS (420)(421)(440)
- ITEM 467 SAFETY END TREATMENT (420)(421)(432)(440)(442)(445)(460)(464)
- ITEM 479 ADJUSTING MANHOLES AND INLETS
- ITEM 496 REMOVING STRUCTURES
- ITEM 500 MOBILIZATION
- ITEM 502 BARRICADES, SIGNS, AND TRAFFIC HANDLING
- ITEM 506 TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS (161)
- ITEM 530 INTERSECTIONS, DRIVEWAYS, AND TURNOUTS  
(247)(260)(263)(275)(276)(292)(316)(330)(334)(340)(360)(421)(440)
- ITEM 540 METAL BEAM GUARD FENCE (421) (441) (445) (529)
- ITEM 542 REMOVING METAL BEAM GUARD FENCE
- ITEM 544 GUARDRAIL END TREATMENTS
- ITEM 552 WIRE FENCE
- ITEM 636 SIGNS
- ITEM 644 SMALL ROADSIDE SIGN ASSEMBLIES (421)(440)(441)(442)(445)(636)(643)(656)
- ITEM 658 DELINEATOR AND OBJECT MARKER ASSEMBLIES (445)
- ITEM 666 RETROREFLECTORIZED PAVEMENT MARKINGS
- ITEM 672 RAISED PAVEMENT MARKERS

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

SPECIAL PROVISION TO ITEM 000 (000---001---RMA)

SPECIAL PROVISION TO ITEM 000 (000---002---RMA)

SPECIAL PROVISION TO ITEM 000 (000---008)

SPECIAL PROVISION TO ITEM 000 (000---009)  
SPECIAL PROVISION TO ITEM 000 (000---011---RMA)  
SPECIAL PROVISION TO ITEM 000 (000---659)  
SPECIAL PROVISION TO ITEM 000 (000---954---RMA)  
SPECIAL PROVISION TO ITEM 001 (001---001---RMA)  
SPECIAL PROVISION TO ITEM 002 (002---005---RMA)  
SPECIAL PROVISION TO ITEM 002 (002---011)  
SPECIAL PROVISION TO ITEM 003 (003---005---RMA)  
SPECIAL PROVISION TO ITEM 003 (003---011)  
SPECIAL PROVISION TO ITEM 004 (004---001---RMA)  
SPECIAL PROVISION TO ITEM 005 (005---001---RMA)  
SPECIAL PROVISION TO ITEM 005 (005---002)  
SPECIAL PROVISION TO ITEM 005 (005---003)  
SPECIAL PROVISION TO ITEM 006 (006---001---RMA)  
SPECIAL PROVISION TO ITEM 006 (006---012)  
SPECIAL PROVISION TO ITEM 007 (007---003---RMA)  
SPECIAL PROVISION TO ITEM 007 (007---004)  
SPECIAL PROVISION TO ITEM 007 (007---011)  
SPECIAL PROVISION TO ITEM 008 (008---002---RMA)  
SPECIAL PROVISION TO ITEM 008 (008---003)  
SPECIAL PROVISION TO ITEM 008 (008---030)  
SPECIAL PROVISION TO ITEM 008 (008---033)  
SPECIAL PROVISION TO ITEM 008 (008---054)  
SPECIAL PROVISION TO ITEM 009 (009---001---RMA)  
SPECIAL PROVISION TO ITEM 009 (009---011)  
SPECIAL PROVISION TO ITEM 132 (132---002)  
SPECIAL PROVISION TO ITEM 450 (450---001)  
SPECIAL PROVISION TO ITEM 462 (462---002)

SPECIAL PROVISION TO ITEM 464 (464---001)

SPECIAL PROVISION TO ITEM 502 (502---008)

SPECIAL PROVISION TO ITEM 506 (506---005)

SPECIAL PROVISION TO ITEM 540 (540---001)

SPECIAL PROVISION TO ITEM 552 (552---001)

SPECIAL PROVISION TO ITEM 636 (636---001)

SPECIAL PROVISION TO ITEM 666 (666---007)

SPECIAL SPECIFICATIONS:

ITEM 3076 DENSE-GRADED HOT-MIX ASPHALT

ITEM 5001 GEOGRID BASE REINFORCEMENT

ITEM 6001 PORTABLE CHANGEABLE MESSAGE SIGN

GENERAL:

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

## Special Provision to Item 000

### Schedule of Liquidated Damages

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**Final Acceptance Liquidated Damages (LD)** in the amount of \$4,000 per day will be assessed for each calendar day that Final Acceptance is not met per contractual requirements for Final Acceptance.

**Project Substantial Completion Liquidated Damages (LD)** in the amount of \$4,000 per day will be assessed for each calendar day that Substantial Completion is not met per contractual requirements for Substantial Completion.



**Interim Milestone Liquidated Damages (LD)** in the amount of \$4,000 per day will be assessed for each calendar day that Substantial Completion of the Interim Milestone is not met per contractual requirements for the Interim Milestone.



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# Special Provision to Item 000

## Nondiscrimination

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### 1. DESCRIPTION

The Contractor agrees, during the performance of the service under this Agreement, that the Contractor shall provide all services and activities required in a manner that complies with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 (S.933), and all other federal and state laws, rules, regulations, and orders pertain to equal opportunity in employment, as if the Contractor were an entity bound to comply with these laws. The Contractor shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.

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### 2. DEFINITION OF TERMS

Where the term "Contractor" appears in the following six nondiscrimination clauses, the term "Contractor" is understood to include all parties to Contracts or agreements with the Texas Department of Transportation.

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### 3. NONDISCRIMINATION PROVISIONS

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

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

- withholding payments to the Contractor under the Contract until the Contractor complies, and/or
- cancelling, terminating, or suspending a Contract, in whole or in part.

3.6. **Incorporation of Provisions.** The Contractor will include the provisions of paragraphs (3.1) through (3.6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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#### 4. PERTINENT NONDISCRIMINATION AUTHORITIES:

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- 4.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- 4.2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- 4.3. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- 4.4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- 4.5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- 4.6. Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 4.7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and Contractors, whether such programs or activities are Federally funded or not);
- 4.8. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- 4.9. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 4.10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs,

policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- 4.11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- 4.12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

# Special Provision to Item 000

## Special Labor Provisions for State Projects



### 1. GENERAL

This is a "Public Works" Project, as provided under Government Code Title 10, Chapter 2258, "Prevailing Wage Rates," and is subject to the provisions of the Statute. No provisions in the Contract are intended to be in conflict with the provisions of the Statute.

The Texas Transportation 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, station work, etc. The minimum wage paid will be exclusive of equipment rental on any shipment which the worker or subcontractor may furnish in connection with his 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 designed to evade, reduce or discount the established minimum wage scales will be considered a violation of the Contract.

The Fair Labor Standards Acts (FLSA) established one and one-half (1-1/2) pay for overtime in excess of 40 hours 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 in excess of 40 hours 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 hours 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 \$60.00 per calendar day or portion of a calendar day for each worker that 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 (Art. 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" as set out in 29 U.S.C. 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.

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### 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 years 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.
- 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.

# Special Provision to Item 000

## Small Business Enterprise in State Funded Projects



### 1. DESCRIPTION

The purpose of this Special Provision is to carry out the Texas Department of Transportation's policy of ensuring that Small Business Enterprise (SBE) has an opportunity to participate in the performance of contracts. If the SBE goal is greater than zero, Article A of this Special Provision shall apply to this Contract; otherwise, Article B of this Special Provision applies. The percentage goal for SBE participation in the work to be performed under this contract will be shown in the proposal.

### 2. DEFINITIONS

Small Business Enterprise (SBE) is a firm (including affiliates) certified by the Department whose annual gross receipts do not exceed the U.S. Small Business Administration's size standards for 4 consecutive years. 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. In this regard, it is the Department's policy to develop and maintain a program in order to facilitate contracting opportunities for small businesses. Consequently, the requirements of the Department's Small Business Enterprise Program apply to this contract as follows:

2.1.1.1. The Contractor shall make a good faith effort to meet the SBE goal for this contract.

2.1.1.2. The Contractor and any Subcontractors shall 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 shall be incorporated into any subcontract and purchase order.

2.1.1.3. 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, as is outlined under Section 2, "Contractor's Responsibilities." If the requirements of Section 2 are met, the contract will be forwarded to the Contractor for execution.

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

2.1.2. **Contractor's Responsibilities.** These requirements must be satisfied by the Contractor. A SBE Contractor may satisfy the SBE requirements by performing at least 25% of the contract work with its own organization as defined elsewhere in the contract.

2.1.2.1. The Contractor shall submit a completed SBE Commitment Agreement Form for each SBE they intend to use to satisfy the SBE goal so as to arrive in the Department's Office of Civil Rights (OCR) in Austin, Texas not later than 5:00 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.

2.1.2.2. A Contractor who cannot meet the contract goal, in whole or in part, shall 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 a SBE goal or obtain SBE participation, including:

- 2.1.2.2.1. Advertising in general circulation, trade association, and/or minority/women focus media concerning subcontracting opportunities,
- 2.1.2.2.2. Dividing the contract work into reasonable portions in accordance with standard industry practices,
- 2.1.2.2.3. Documenting reasons for rejection or meeting with the rejected SBE to discuss the rejection,
- 2.1.2.2.4. Providing qualified SBEs with adequate information about bonding, insurance, plans, specifications, scope of work, and the requirements of the contract,
- 2.1.2.2.5. Negotiating in good faith with qualified SBEs, not rejecting qualified SBEs who are also the lowest responsive bidder, and;
- 2.1.2.2.6. 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.
- 2.1.2.3. The good faith effort documentation is due at the time and place specified in Subarticle 2.(a). of this Special Provision. The Director of the DBE & SBE Programs Section 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.
- 2.1.2.4. Should the bidder to whom the contract is conditionally awarded refuse, neglect or fail to meet the SBE goal and/or demonstrate to the Department's satisfaction sufficient efforts to obtain SBE participation, the proposal guaranty filed with the bid shall become the property of the State, not as a penalty, but as liquidated damages to the Department.
- 2.1.2.5. The Contractor must not terminate a SBE subcontractor submitted on a commitment agreement for a contract with an assigned goal without the prior written consent of the Department.
- 2.1.2.6. The Contractor shall designate a 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.
- 2.1.2.7. 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.**
- 2.1.3.1. The Department certifies the eligibility of SBEs.
- 2.1.3.2. The Department maintains and makes available to interested parties a directory of certified SBEs.
- 2.1.3.3. 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 required under Section 2.(a) above.
- 2.1.3.4. Certified HUBs and DBEs are eligible as SBEs.
- 2.1.3.5. Small Business Size Regulations and Eligibility is referenced on e-CFR (Code of Federal Regulations), Title 13 – Business Credit and Assistance, Chapter 1 – Small Business Administration, Part 121 – Small Business Size Regulations, Subpart A – Size Eligibility Provisions and Standards.
- 2.1.4. **Determination of SBE Participation.** SBE participation shall be counted toward meeting the SBE goal in this contract in accordance with the following:

- 2.1.4.1. A Contractor will receive credit for all payments actually made to a SBE for work performed and costs incurred in accordance with the contract, including all subcontracted work.
- 2.1.4.2. A SBE Contractor or subcontractor may not subcontract more than 75% of a contract. The SBE shall perform not less than 25% of the value of the contract work with its own organization.
- 2.1.4.3. A SBE may lease equipment consistent with standard industry practice. A 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 prior to the SBE starting the work in accordance with the following:
- 2.1.4.3.1. 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 shall 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 job site.
- 2.1.4.3.2. For equipment that is not specialized, the SBE shall provide the operator and be responsible for all payroll and labor compliance requirements.
- 2.1.5. **Records and Reports.**
- 2.1.5.1. The Contractor shall submit monthly reports, after work begins, on SBE payments, (including payments to HUBs and DBEs). The monthly reports are to be sent to the Area Engineer's office. 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" is to be used for monthly reporting. Upon completion of the contract and prior to receiving the final payment, the Contractor shall submit the "SBE Final Report" to the Office of Civil Rights and a copy to the Area Engineer. These forms may be obtained from the Office of Civil Rights and reproduced as necessary. The Department may verify the amounts being reported as paid to SBEs by requesting, on a random basis, copies of invoices and cancelled checks paid to SBEs. When the SBE goal requirement is not met, documentation supporting Good Faith Efforts, as outlined in Section 2.(b) of this Special Provision, must be submitted with the Final Report.
- 2.1.5.2. SBE subcontractors and/or 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 or not SBE activity has occurred in the monthly reporting period.**
- 2.1.5.3. All such records must be retained for a period of 3 years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Department.
- 2.1.6. **Compliance of Contractor.** To ensure that SBE requirements of this contract are complied with, 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 his 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 shall 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 policy of the Department that SBEs shall have an opportunity to participate in the performance of contracts. Consequently, the requirements of the Department's Small Business Enterprise Program apply to this contract as specified in Section 2-5 of this Article.



- 2.2.2. **Contractor's Responsibilities.** If there is no SBE goal, the Contractor will offer SBEs an opportunity to participate in the performance of contracts and subcontracts.
- 2.2.3. **Prohibit Discrimination.** The Contractor and any subcontractor shall 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 shall be incorporated into any subcontract and purchase order.
- 2.2.4. **Records and Reports.**
- 2.2.4.1. The Contractor shall submit reports on SBE (including HUB and DBE) payments. The reports are to be sent to the Area Engineer's office. These reports will be due annually by the 31<sup>st</sup> of August 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" is to be used for reporting. Upon completion of the contract and prior to receiving the final payment, the Contractor shall submit the "SBE Final Report" to the Office of Civil Rights and a copy to the Area Engineer. These forms may be obtained from the Office of Civil Rights and reproduced as necessary. The Department may verify the amounts being reported as paid to SBEs by requesting copies of invoices and cancelled checks paid to SBEs on a random basis.
- 2.2.4.2. SBE subcontractors and/or suppliers should be identified on the report by SBE Certification Number, name and the amount of actual payment made.
- 2.2.4.3. All such records must be retained for a period of 3 years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Department.

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## Special Provision to Item 000

### Buy America

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Steel and iron products to be incorporated into the project must be of domestic origin. All manufacturing processes for steel and iron products to be incorporated into the project must take place domestically, including donated material.

**Reminders:**

Depending on the Steel/iron item received at the project, described below are the requirements for acceptance.

**1. Steel and Iron Items Inspected and Tested by CSTIM&P**

- The project engineer receives CST/M&P Structural Test Reports as proof of compliance with the requirements of the specification.
- CST/M&P obtains from the supplier a completed Form 1818 (D-9-USA-1), "Material Statement" with attached MTRs, certifications, galvanizing reports, etc.

**2. Steel and Iron Items Received and Sampled by the Project Engineer for Testing by CSTIM&P**

- The project engineer submits samples with the required documentation obtained from the supplier (completed Form 1818 (D-9-USA-1) with attached MTRs, certifications, galvanizing reports, etc.) to CST/M&P for testing.
- CSTM&P issues a CST/M&P General Test Report for all passing material (proof of compliance with the requirements of the specifications).

**3. Steel and Iron Items Received, Inspected, and Accepted by the Project Engineer**

- The project engineer obtains from the supplier the completed Form 1818 (D-9-USA-1) with attached MTRs, certifications, galvanizing reports, etc.
- CST/M&P assists the project engineer when requested.

**4. Steel and Iron Items Received from Regional or District Warehouse (Pretested) Stock**

- The project engineer obtains documentation verifying the material was obtained from a regional or district warehouse.
- CSTM&P, when requested to inspect and test, obtains from the supplier the completed Form 1818 (D-9-USA-1) with attached MTRs, etc.

# Special Provision 000

## Notice of Contractor Performance Evaluations



### 1. GENERAL

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

### 2. DEFINITIONS

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

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

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

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

### 3. CONTRACTOR EVALUATIONS

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

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

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

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

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

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

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

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

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#### **4. DIVISION OVERSIGHT**

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

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

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

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#### **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.

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#### **6. APPEALS PROCESS**

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

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## **Special Provision 000**

### **Certificate of Interested Parties (Form 1295)**

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

- at contract execution for contracts awarded by the Mobility Authority;
- at any time there is an increase of \$300,000 or more to an existing contract (change orders, extensions, and renewals); or
- at any time there is a change to the information in Form 1295, when the form was filed for an existing contract.

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

# Special Provision to Item 1

## Abbreviations and Responsibilities

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

**Article 1.** is supplemented with the following:

### 1.0. General Statement:

For this Contract, the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, November 1, 2014 (the "Texas Standard Specifications"), all documents referenced therein, and all manuals, bulletins, supplements, specifications, and similar materials issued by the Texas Department of Transportation ("TxDOT"), or any predecessor or successor thereto, which are applicable to this Contract, are hereby modified with respect to the terms cited below and no others are changed hereby.

The term "State", "State of Texas", "State Highway Agency", "State Highway Department Of Texas", "State Department of Highways and Public Transportation", "Texas State Department Of Highways and Public Transportation", "Texas Department of Transportation", "Department", "Texas Turnpike Authority", "State Department of Highways and Public Transportation Commission", "Texas Department of Transportation Commission", "Texas Transportation Commission", or "State Highway Commission", shall, in the use of The Texas Standard Specifications, Special Provisions and Special Specifications and General Notes and Specification Data pertaining thereto, and required contract provisions for Federal-Aid construction contracts, for all work in connection with Central Texas Regional Mobility Authority, projects and all extensions enlargements, expansions, improvements, and rehabilitations thereto, be deemed to mean Central Texas Regional Mobility Authority, unless the context clearly indicates a contrary meaning.

**Article 2, "Abbreviations,"** is supplemented with the following:

CTRMA Central Texas Regional Mobility Authority

**Article 3.28., "Commission,"** is voided and replaced by the following:

3.28. Commission. The Central Texas Regional Mobility Authority Board or authorized representative.

**Article 3.32., "Construction Contract,"** is voided and replaced by the following:

3.32. Construction Contract. The agreement between the Central Texas Regional Mobility Authority and the Contractor establishing the obligations of the parties for furnishing of materials and performance of the work prescribed in the Contract Documents.

**Article 3.45., "Debar (Debarment),"** is voided and replaced by the following:

3.45. Debar (Debarment). Action taken by the Mobility Authority, federal government or state government pursuant to regulation that prohibits a person or company from entering into a Contract, or from participating as a subcontractor, or supplier of materials or equipment used in a highway improvement Contract as defined in Transportation Code, Chapter 223, Subchapter A.

**Article 3.47., “Department”**, is voided and replaced by the following:

3.47. Department. Central Texas Regional Mobility Authority, unless the context clearly indicates a contrary intent and meaning.

**Article 3.48., “Departmental Material Specifications”**, is voided and replaced by the following:

3.48. Departmental Material Specifications (DMS). Reference specifications for various materials published by the Texas Department of Transportation Construction Division.

**Article 3.54., “Engineer”**, is hereby deleted and replaced by the following:

3.54 Engineer. The Central Texas Regional Mobility Authority Coordinator or their duly authorized representative.

**Article 3.73., “Letting Official”**, is hereby deleted and replaced by the following:

3.73. Letting Official. An employee of the Central Texas Regional Mobility Authority empowered by the Central Texas Regional Mobility Authority to officially receive bids and close the receipt of bids at a letting.

**Article 3.79., “Manual of Testing Procedures”**, is voided and replaced by the following:

3.79. Manual of Testing Procedures. Texas Department of Transportation manual outlining test methods and procedures maintained by the Materials and Pavements Section of the Construction Division.

**Article 3.102., “Proposal Form”**, is voided and replaced by the following:

3.012. Proposal Form. The document issued by the Central Texas Regional Mobility Authority for a proposed Contract that includes:

- the specific locations (except for non-site-specific work) and description of the proposed work;
- an estimate of the various quantities and kinds of work to be performed or materials to be furnished;
- a schedule of items for which unit prices are requested;
- the number of working days within which the work is to be completed (or reference to the requirements); and
- the special provisions and special specifications applicable to the proposed Contract.

**Article 3.108., “Referee Tests”**, is voided and replaced by the following:

3.108. Referee Tests. Tests requested to resolve differences between Contractor and Engineer test results. The referee laboratory is the Texas Department of Transportation Construction Division Materials and Pavement Section, or mutually agreed to 3rd party commercial laboratory.

**Article 3.129., “State”**, is voided and replaced by the following:

3.129. State. Central Texas Regional Mobility Authority.

**3.156. Mobility Authority.** The Central Texas Regional Mobility Authority, an agency created under Texas Transportation Code Chapter 370 and approved by the Texas Transportation Commission, together with its members, partners, employees, agents, officers, directors, shareholders, representatives, consultants, successors, and assigns. The Mobility Authority’s principal office is presently located at 3300 N. I-35, Suite 300, Austin, Texas 78705.

**3.157. Bid Form.** The form provided by the Mobility Authority used by the bidder to submit a bid. Electronic bid forms for the project shall be submitted via the project's CivCast website.

**3.158. Full Completion of all Work (or to Fully Complete all Work).** The completion of all work specified under this Contract as evidenced by the Formal Acceptance thereof by the Mobility Authority.

**3.159. Standards.** Whenever the Plans and/or Specifications refer to "Standard Sheets" or "Design Details" such reference shall be construed to mean the set of drawings issued by the Design Divisions, Texas Department of Transportation, and entitled "Standard Sheets". Only those standards or standard drawings specifically referred to by number on the Plans or in the various Contract Documents are applicable to work on this Contract.

Whenever in the various Contract Documents term, "Department" or "State" appears, it shall be replaced by the term, "Central Texas Regional Mobility Authority." Similarly, the term, "Executive Director" shall be replaced by the term, "Central Texas Regional Mobility Authority Coordinator".

Whenever in the Texas Department of Transportation Specifications and Standard Drawings the term, "Department" or "Texas Department of Transportation" appears, it shall be replaced by the term, "Central Texas Regional Mobility Authority," except in references to said Texas Department of Transportation as being the author of certain Specifications and Standard Drawings, and in reference to said Department as the agency prequalifying prospective Bidders.

Whenever in the Texas Department of Transportation Specifications and Standard Drawing the term, "District Engineer" appears, it shall be replaced by the term, "Central Texas Regional Mobility Authority Coordinator.

**3.160. Substantial Completion.** Substantial Completion shall be defined as occurring when all of the following conditions are met:

- All project work requiring lane or shoulder closures or obstructions is completed, and traffic is utilizing the lane arrangement as shown on the plans for the finished roadway.
- All pavement construction, resurfacing, traffic control devices, and pavement markings are in their final position at this time.
- All work shown as Contractor responsibility in the Toll System Responsibility Matrix (Special Specification 9011) is complete. Contractor shall provide 120 calendar days, prior to substantial completion for the System Integrator's installation and testing of toll equipment at each toll gantry... The Contractor shall provide ninety (90) calendar days at each toll gantry for the SI to complete installation activities, and thirty (30) calendar days at each toll gantry to complete testing activities. Refer to the Toll System Responsibility Matrix for additional requirements.
- All sidewalks and shared use paths are opened for public use.

**3.161. Provisional Award.** Award given by the Mobility Authority to the Contractor after the Board of Directors approves the contract and is contingent on TxDOT approval. The Contractor is not required to provide bonds, insurance or their SBE Commitment Agreement Form.



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## Special Provision to Item 2

### Instructions to Bidders

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

**Article 2.3., "Issuing Proposal Forms,"** first two sentences are replaced with the following:

Mobility Authority will issue an Official Bid Form to a prequalified Bidders. The online bid form will be made available to the prequalified bidders on the CivcastUSA website: <https://www.civcastusa.com/project/621e92179fe9ddb5b825a7b2/summary>

Prequalification requirements:

- Be registered with State of Texas,
- Be fully prequalified by Texas Department of Transportation (TxDOT),
- Have a bidding capacity per TxDOT prequalification system of \$4,000,000,
- Email a valid Non-Collusion Affidavit, Debarment Affidavit, and Child Support Statement to Carlos.Sepulveda@atkinsglobal.com and Zane.Reid@atkinsglobal.com include a phone number, email address and physical address for point of contact.

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

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

- The Contractor has been defaulted in accordance with Article 8.7., "Default of Contract" (a default for performance) on a previous Contract with the Department within the last 3 years
- The Contractor is not in compliance with Texas Government Code Sections 2155.089 and 2262.055.

## Special Provision to Item 2

### Instructions to Bidders



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

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

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

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

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

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

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

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

The Department may recommend that the Commission:

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

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

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

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## Special Provision to Item 3

### Award and Execution of Contract

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

**Article 1, "Award of Contract,"** is deleted in its entirety and replaced with the following:

The Mobility Authority will award or reject the Contract within 60 calendar days after the opening of the proposal at the sole discretion of the Mobility Authority.

**Article 4, "Execution of Contract,"** is supplemented by the following:

Any and all express or implied warranties and representations in the nature of warranties by the Contractor, any warranty bonds or insurance, and the indemnities shall be jointly made to or for the benefit of both Travis county and the Authority. Travis County shall be an express third-party beneficiary under the Contract for purposes of enforcement of the indemnities and warranties in favor of Travis County.

To the extent permitted by law, the Contractor hereby indemnifies the Authority and Travis County, its officers, directors, employees, agents, and advisors of any of the foregoing persons (each such person being called an "indemnitee") against, and holds each indemnitee harmless from and against, any and all claims, damages, losses, liabilities, costs or expenses (including reasonable fees, charges and disbursements of counsel of the indemnitee's choice) which such indemnitee may incur or which may be claimed against such indemnitee by any person or entity:

- i. by reason of the Authority's construction of the project; or
- ii. by reason of (x) any actual or alleged presence or release of hazardous substance on or from the project, or (y) any liability in respect of the Authority's construction activities for the project, other than the release of a hazardous substance that occurs on the project after final acceptance of the project and that is not the direct result of the construction of the project, or
- iii. by reason of any actual claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and regardless of whether any indemnitee is a party thereto;

provided that the indemnities in this section shall not, as to any indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the negligence, bad faith or willful misconduct of such indemnitee.

Nothing in this section is intended to limit the Authority's obligations under the terms of this agreement. Without prejudice to the survival of any other obligation of the Authority hereunder, the indemnities and obligations of the Authority contained in this section shall survive the expiration or earlier termination of this agreement.

**Article 4.2., "Bonds,"** is supplemented by the following:

Provide a warranty bond executed by either the manufacturer of the warranted items or the Contractor, and a U. S. Treasury listed surety with attached powers of attorney and notification information. The warranty bond will be for the total amount of the items that are warranted and furnished as a guarantee for the protection of Travis County for all labor, materials, equipment and other incidentals for the replacement of defective work. The party providing the warranty bond is responsible for meeting the warranty requirements.

**Article 4.3., "Insurance,"** is supplemented by the following:

The Contractor shall be the named insured, and the following entities shall be additional insureds on a primary and non-

contributory basis: Central Texas Regional Mobility Authority and Travis County.

These entities shall be additional insureds to this policy with respect to liability arising out of the acts, errors, and omissions of any member of the Contractor and Subcontractors whether occurring on or off of the site, notwithstanding any other provisions of the Contract Documents, the project policy shall not be canceled, except for non-payment of premium, fraud, material misrepresentation, or noncompliance with reasonable loss control recommendations.

The Authority Board, the Authority, Travis County Commissioners Court, Travis County and their respective successors, assigns, officeholders, officers, directors, commissioners, consultants and employees shall be listed as "additional insureds" with respect to any insurance for which the contractor must obtain an "additional insured" rider or amendment.

**Table 2** is deleted in its entirety and replaced with the following:

Type of Insurance	Amount of Coverage
Commercial General Liability Insurance	Including products/completed operations liability and contractual liability , in the amount of \$1,000,000 per occurrence for bodily injury and property damage
Business Automobile Policy	In the amount of \$1,000,000 per occurrence for bodily injury and property damage
Workers' Compensation	Providing statutory benefits, and Employers Liability with limits of \$1,000,000
Excess Liability Insurance	In the amount of \$5,000,000 per occurrence and aggregate

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## Special Provision to Item 3 Award and Execution Contract

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

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

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

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

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

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## Special Provision to Item 4

### Scope of Work

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

**Article 4.4., "Changes in the Work,"** Delete the following paragraph:

"If the changes in quantities or the alternations do not significantly change the character of the work under the Contract, the altered work will be paid for at the Contract unit price. If the changes in quantities or the alterations significantly change the character of the work, the Contract will be amended by a change order. If no unit price exists, this will be considered extra work and the Contract will be amended by a change order. Provide cost justification as requested, in an acceptable format. Payment will not be made for anticipated profits on work that is eliminated."

and replace with the following:

"The Engineer may require deviations to the Work through a written directive. Payment for the deviations and quantity overruns will be made through the Contingency Allowance. Deviations and quantity overruns will be paid for at the unit prices submitted at the bidding stage. Deviations requiring new unit prices will be negotiated and made through the Contingency Allowance. Costs exceeding the Contingency Allowance will be addressed using the change order process.

Upon completion of the Work, the total contract value will be adjusted to provide for the difference, if any, between the total amount of expenditures from the Contingency Allowance and the original amount of the Contingency Allowance. The Contractor is not entitled to all or any part of an unexpended balance of the Contingency Allowance.

When changes are made that do not fall under the Contingency Allowance, the Contract will be amended by a Change Order. Provide cost justification as requested, in an acceptable format. Payment will not be made for anticipated profits on work that is eliminated."

**Article 4.6., "Requests for Additional Compensation and Damages,"** is supplemented by the following:

"Contractor shall not be eligible for Change Order(s) for additional compensation for additional costs, including costs for developing and executing a Recovery Schedule(s), and delay and disruption damages, or additional Days incurred directly or indirectly from the virus known as severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) and the disease known as COVID-19, including any disruptions to, and delays or interruptions in, construction of the Project in accordance with the Contract and any approved Baseline Schedule."

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## Special Provision to Item 5

### Control of the Work

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

**Article 5.12., "Final Acceptance,"** is supplemented by the following:

Contractor warrants all materials and workmanship and that the work is in conformance with the Bid Documents and Plans included in this Contract for a period of one year from the date of the Certificate of Final Acceptance of the entire project. Said warranty binds Contractor to correct any work that does not conform with such Bid Documents and Plans or defects in workmanship or materials furnished under this Contract which may be discovered within said one year period. Contractor must, at its own expense, correct any such defect within 30 days after receiving written notice of such defect from Mobility Authority by repairing the same to the condition called for in the Contract. Should Contractor fail or refuse to repair such defect within said 30-day period or to provide acceptable assurances that such repair work will be completed within a reasonable time thereafter, Mobility Authority may repair or cause to be repaired any such defect by calling the Contractor's Warranty Bond.

**Article 5.12.2.1., "Work Completed,"** is supplemented by the following:

Contractor shall schedule, complete, and receive approval of TDLR inspection prior to receiving final acceptance. The work performed under this Article will be considered subsidiary to Items of the Contract.

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## Special Provision to Item 5

### Control of the Work

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

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

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

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

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

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

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

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



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## Special Provision to Item 5

### Control of the Work

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

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

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

## Special Provision to Item 6

### Control of Materials

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

**Article 1., "Source Control,"** is supplemented by the following:

The use of convict-produced materials is prohibited per 23 CFR 635.417.

There shall be no local preference for the purchasing of materials.

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

Quality Control testing of all materials, construction items, or products incorporated in the work shall be performed by the Contractor according to the contract specifications at the Contractor's expense.

Quality Assurance sampling and testing for acceptance will be performed by the Mobility Authority's Construction Representative/Observer in accordance with the Quality Control (QC) / Quality Assurance (QA) program outlined in the Quality Assurance Plan (QAP). The cost of such tests will be incurred by the Mobility Authority and coordinated by the Mobility Authority's Construction Representative/Observer through funds made available to the Construction Representative/Observer under his/her agreement with the Mobility Authority for the professional services related to construction engineering and inspection on the Project.

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## Special Provision to Item 6

### Control of Materials

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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## Special Provision to Item 7

### Legal Relations and Responsibilities

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

**Article 7.3., "Laws To Be Observed", Article 7.5., "Patented Devices", Article 7.12., "Responsibility For Hazardous Materials", and Article 7.15., "Responsibility For Damage Claims", "State" is voided and replaced by "Central Texas Regional Mobility Authority and TxDOT".**

**Article 7.3., "Laws To Be Observed,"** is supplemented by the following:

By entering into Contract, the Contractor agrees to provide or make available to the Department records, including electronic records related to the Contract for a period of 3 years after the final payment. No person or entity other than TxDOT may claim third -party beneficiary status under this Contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this Contract.

**Article 7.15., "Responsibility For Damage Claims,"** the last paragraph is deleted and not replaced.

# Special Provision to Item 7

## Legal Relations and Responsibilities



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

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

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

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

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

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

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

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

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

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

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

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

# Special Provision to Item 007

## Legal Relations and Responsibilities



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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

Minimum curriculum for Contractor-provided training is as follows:

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

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

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

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## Special Provision to Item 8

### Prosecution and Progress

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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 8.5., "Project Schedules"** is supplemented by the following

The progress schedule required for this project is the critical path method schedule (CPM schedule) as described herein. The Contractor shall prepare and submit for review and acceptance a cost loaded schedule of proposed working progress for the entire contract duration. The Engineer will provide a template with milestones from other contracts and non-construction activities for the Contractor to use in the development of their schedule. The Engineer shall also provide a Work Breakdown Structure (WBS) as well as the required report layouts for the Contractor to use to develop the progress schedule for this Contract.

Immediately after receipt of notice of award, the Division Engineer and the Contractor will establish a mutually agreeable date on which the preconstruction meeting will be held. The Contractor's project superintendent and other individuals representing the Contractor who are knowledgeable of the Contractor's proposed progress schedule or who will be in charge of major items of the work shall attend the preconstruction conference.

After work on the project has begun, construction conferences will be held periodically. The construction conferences are to be scheduled at times that are mutually agreeable to both the project superintendent and the Resident Engineer. It shall be the superintendent's responsibility to attend the conferences.

**Section 8.5.2 "Progress Schedule"** is supplemented by the following:

The Contractor shall provide a schedule that shows the various activities of Work in sufficient detail to demonstrate a reasonable and workable plan to complete the Project by the Original Contract Completion Date and any interdependent milestones identified by the Engineer or required by Contract. Show the order and interdependence of activities and the sequence for accomplishing the Work. Describe all activities in sufficient detail so that the Engineer can readily identify the Work and measure the progress of each activity.

**Section 8.5.3 "Schedule Format"** is supplemented by the following:

The Contractor shall use a compatible version of Oracle Primavera P6 or comparable scheduling software to generate the CPM schedule. It is the Contractor's responsibility to verify with the Engineer the software and version being used for this project and shall maintain the required version for the entire contract duration. The use of Microsoft Project and Primavera Project Planner (P3) and other scheduling software is prohibited.

The progress schedule shall contain the following Administrative Identifier Information:

- (1) Project Name
- (2) Contract Number
- (3) Date of Contract
- (4) Construction Completion Date
- (5) Contractor's Name
- (6) Contractor's Contact Information

The CPM schedule must reflect the scope of work and include the following:

- (1) Clear identification of tasks to be completed based on Section or Special Provisions included in the Project Manual and as listed in Pay Items, including subcontractor work activities.
- (2) Include calculations of resources required (Cost, Labor, Equipment) for constructing all facilities within the Contract duration. Specific calculations shall be provided to show quantities, manpower / crews, and equipment to support the critical path. The Contractor shall be capable of calculating the maximum crew size anticipated if any activities become critical, so the Contractor is prepared when a critical path changes or a new path occurs.
- (3) Float for each Activity.
- (4) Activities for submittals (shop drawings).
- (5) Punchlist activities with sufficient duration for the Engineer's inspection and acceptance before the final completion date
- (6) Activities for submittal review time by the Engineer, including time range showing start and end dates.
- (7) Working and shop drawing preparation, submittal, and review for acceptance.
- (8) Material and equipment procurement, fabrication and delivery; identify any long lead items as separate activities.
- (9) Owner furnished and/or installed materials and equipment shall be identified as separate activities.
- (10) NTP / Start of construction
- (11) Required phasing
- (12) Maintenance of traffic requirements as required by the contract (if any)
- (13) Intermediate completion dates (if any)
- (14) Identified interdependent milestones (if any)
- (15) Seasonal limitation/observation periods/moratoriums
- (16) Beginning and end of each traffic control work area and road openings
- (17) Other similar activities and project milestones established in the Contract Documents.
- (18) Substantial Completion Date
- (19) Final Acceptance Date
- (20) All required Reports layouts as requested by the Engineer

**Section 8.5.4 "Activity Format"** is supplemented by the following:

Activity requirements are discussed in further detail as follows:

- (1) Activity Identification (ID) - Assign each activity a unique identification number. The format for the identification number will be provided by the Engineer. All activities must begin with the same activity ID prefix as provided by the Engineer.
- (2) Activity Description - Assign each activity an unambiguous descriptive word or phrase. For example, use "Excavate Area A," not "Start Excavation."
- (3) Activity Codes – The Engineer will provide the activity code dictionary in the template. The Contractor will assign the appropriate codes to each activity.
- (4) Activity Original Duration - Assign a planned duration in working days for each activity. Do not exceed a duration of 10 working days for any activity unless accepted by the Engineer. Each activity shall have a minimum duration of 1 working day. Do not represent the maintenance of traffic, erosion control, and other similar items as single activities extending to the Completion Date. Break these Contract Items into component activities in order to meet the duration requirements of this paragraph.
- (5) Finish-to-Start Relationships - Unless allowed in writing by the Engineer, use only finish-to-start relationships with no leads or lags to link activities. All activities, except the first activity, shall have a predecessor(s). All activities, except the final activity, shall have a successor(s).
- (6) Calendars – The Engineer will provide pre-defined calendars as part of the template. The Contractor shall assign these pre-defined calendars to the appropriate activities. The Contractor may create new project specific

- calendars to represent their standard work schedule using the pre-defined calendars as a basis. The Contractor may not edit pre-defined calendars.
- (7) Constraints – Unless allowed in writing by the Engineer, do not use constraints in the schedule.
  - (8) Resources – Manpower and equipment shall be reflected for all activities. Incidental costs to construction shall be equally spread out across all activities. Front loaded schedules are not allowed.
  - (9) The schedule shall show the total cost of performing each activity and shall include the total labor, material, equipment and general conditions.
  - (10) The sum of cost for all activities shall equal the total Contract.
  - (11) The summed value of that portion of the activities allocated to each Contract bid item shall equal the total value of the corresponding Contract bid item.
  - (12) The Contractor shall allocate a value for unit price or lump sum contract bid items to each activity in the schedule. No Lump sum amounts should exceed \$100,000.

**Section 8.5.5.2 “Critical Path Method”** The first paragraph is voided and replaced by the following:

The Contractor shall submit the baseline CPM schedule in a bar chart format showing the critical path in red, using both hard copy and in electronic formats. Electronic formats shall be compatible with the Engineer’s computer systems. Also, submit the following information:

- (1) Written narrative – Explains the sequence of work, the controlling operations, intermediate completion dates, milestones, project phasing, anticipated work schedule and estimated resources. In addition, explain how permit requirements, submittal tracking and coordination with subcontractors, utility companies, railroads and other third party entities will be performed. The narrative shall itemize and describe the critical path (i.e. access limitations, constraints, shift work), and compare early and late date or Contract Milestone activities, and describe any critical resources.
- (2) CPM Schedule in a Bar Chart Format – Include the Administrative Identifier Information discussed above on the first page of the schedule. For each activity on the chart, indicate the Activity ID, Activity Description, Original Duration, Remaining Duration, Changes to Duration, Total Float, Early Start Date, Early Finish Date, and Calendar Name. Use arrows to show the relationships among activities.
- (3) Identify the critical path of the project on the bar chart. The critical path is defined as; 1) the sequence of activities that must be completed “on time” to ensure that the project finished on time. 2) the longest path of activities in the project that determines the project finish date.
- (4) No more than 10% of activities may be critical or near critical. Critical Activities will have a total float equal to zero. “Near critical” is defined as float in the range of 1 to 10 working days.
- (5) Six Week Look Ahead CPM Schedule in a Bar Chart Format – This schedule will have all the same requirements of the CPM schedule in bar chart format except that it shall be limited to those activities that have an early start or early finish within a six-week period of the data date.
- (6) Logic Diagram – Submit a diagram in PERT chart format showing the logic of the CPM schedule.
- (7) Activity ID Sort – Submit a listing of all activities included in the CPM schedule sorted by ascending Activity Identification Number.
- (8) Total Float Sort – Submit a listing of all activities included in the CPM schedule sorted by increasing total float and by early start date.
- (9) All float belongs to the Project and is a shared commodity between the Contractor and the Mobility Authority and is not for the exclusive use or benefit of either party. The Contractor shall notify the Engineer in writing for acceptance before using any float.
- (10) Detailed Predecessor/Successor Sort – Submit a listing of all activities included in the CPM schedule indicating the activities that immediately precede and immediately succeed that activity in the schedule logic.
- (11) Scheduling Statistics Report – Submit a report of CPM schedule statistics, including number of activities, number of activities on the longest path, number of started activities, number of completed activities, number of relationships, percent complete, and number and type of constraints.

- (12) A resource curves / Metric tracking reports (EVM) corresponding to the milestones and work activities established above.

**Section 8.5.5.2.2 “Baseline Schedule”** The second paragraph is voided and replaced by the following:

The Contractor shall submit a progress schedule for the entire duration of the Contract to the Engineer 30 calendar days following the contract award date. After review of the schedule the Engineer shall schedule a Baseline CPM Schedule meeting with the Contractor to review the schedule and identify any changes or corrections. Within 7 calendar days of the CPM Schedule meeting, the Contractor shall make any necessary adjustments to address all review comments and resubmit network diagrams and reports for the Engineer’s review. The complete baseline schedule shall be submitted and accepted no later than (45) forty-five days after contract award date. The complete progress schedule shall be accepted by the Engineer before any payments will be processed for the project.

**Section 8.5.5.2.3 “Progress Schedule”** is supplemented by the following

The Engineer may withhold pay estimates if the updated CPM schedule is not submitted as required by this section. For each updated CPM schedule, identify the actual start and finish dates for all completed activities, the actual start date and remaining duration for all activities in progress, the difference in duration of all activities since the last update and any exceptional reports associated with the update. Only accepted changes will be incorporated into the monthly progress schedule update. The schedule should represent the actual work performed and should be progressed with actuals for all the schedule activities. The final schedule will be utilized as the project actual “As Built” schedule.

Provide a written narrative that identifies any changes or shifts in the critical path and submit reasons for the changes or shifts in the critical path. Identify any changes in logic for the updated CPM schedule and submit reasons for changes to the schedule logic. In addition to the written narrative, submit the following with each updated CPM schedule:

- (1) CPM Schedule in Bar Chart Format
- (2) Four Week Look Ahead CPM Schedule in Bar Chart Format
- (3) Logic Diagram
- (4) Activity ID Sort
- (5) Total Float Sort
- (6) Detailed Predecessor/Successor Sort
- (7) Schedule Metrics and Earned Value (Schedule, Cost, Labor) Reports

The Contractor must submit a statement that there were no changes in the schedule logic, activity durations, or calendars since the previous update in lieu of submission of items (3), (5), and (6). Acceptance of schedule updates by the Engineer does not revise the Contract Documents.

A monthly schedule update meeting shall be held each month following Notice to Proceed to review monthly schedule update submittals, critical path items and recovery schedules. The Contractor shall be represented in the meeting by the Contractor’s scheduler, project manager and general superintendent. As necessary the Contractor may be also asked to attend a coordination meeting to discuss the schedule impacts to other contractors.

If the Project completion date changes or if the project schedule overrun is anticipated to exceed 5%, the Contractor shall submit a revised progress schedule to the Engineer for review and acceptance. If plan revisions are anticipated to change the sequence of construction in such a manner as will affect the progress, but not the completion date, then the Contractor may submit a revised progress schedule for review and acceptance. The Project completion date shall remain unchanged.

**Section 8.5.5.3 “Notice of Potential Time Impact”** is supplemented by the following

“Contractor shall not be eligible for Change Order(s) for additional compensation for additional costs, including costs for developing and executing a Recovery Schedule(s), and delay and disruption damages, or additional Days incurred directly or indirectly from the virus known as severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) and the disease known as COVID-19, including any disruptions to, and delays or interruptions in, construction of the Project in accordance with the Contract and any approved Baseline Schedule.”

Section 8.5.5 "Schedule Types" is supplemented by the following:

#### Section 8.5.5.5 Recovery Schedule

If the progress schedule projects a finish date for the Project beyond the original Completion Date, the Contractor shall submit a revised schedule showing a plan to finish by the original Completion Date. The Mobility Authority will withhold Pay Estimates until the Engineer accepts the revised schedule. No additional compensation for developing and executing a recovery schedule(s) shall be reimbursed to the Contractor. The Engineer will use the schedule to evaluate time extensions and associated costs requested by the Contractor.

- (1) In the event Work or related construction activities shown on the Contractor's Progress Schedule fall behind schedule to the extent that dates established as contractual Completion Dates are in jeopardy, the Contractor shall prepare and submit to the Engineer, at no additional cost or time to the Mobility Authority, a Recovery Schedule showing intent to remedy delays and to regain originally scheduled time of completion of Work within a timely manner. This includes delays due to unforeseen conditions.
- (2) Recovery Schedule shall be submitted in such form and detail appropriate to the delay or delays, explaining and displaying how the Contractor intends to reschedule those activities and reestablish compliance with the accepted baseline Construction Progress Schedule during the immediate subsequent pay period or as permitted by Engineer. This shall include a schedule diagram comparing the original and the revised sequence of activities, identifying all affected activities.
- (3) Upon determining the requirement for a Recovery Schedule:
  - a. Within five (5) calendar days, the Contractor shall present to Engineer a proposed Recovery Schedule. The Recovery Schedule shall represent the Contractor's best judgment as to how to best reorganize the Work and achieve progress to comply with the accepted Construction Progress Schedule.
  - b. Changes to Contractor's means and methods, such as increased labor force, working hours, overtime, additional equipment and other means shall not constitute the basis for changes to the Contract Sum or Contract Time.
  - c. Recovery Schedule shall show remedies to bring Work back on schedule up-to-date within the immediate subsequent pay period.
  - d. The Recovery Schedule shall be prepared to a similar level of detail as the Construction Progress Schedule.
  - e. Five (5) calendar days prior to the expiration of the Recovery Schedule, Contractor shall document to the Engineer that the Work schedule has regained, or is on-track to regain, compliance with the Construction Progress Schedule.
- (4) Failure to submit Recovery Schedule in a timely manner may result in Termination of the Contract for Cause as determined by the Engineer.
- (5) Failure to achieve compliance with the accepted Construction Progress Schedule despite implementing Recovery Schedule may result in Termination of the Contract for Cause as determined by the Engineer.
- (6) Termination of Contract For Cause: In the event Contractor defaults on the terms of the Contract, including failure to maintain the Construction Progress Schedule, Engineer will assess the level of completion of the Work achieved by the Contractor and compare amount of available funds against anticipated costs required for the Mobility Authority to complete the Work, including anticipated Liquidated Damages resulting from delay, if any. Engineer will determine amount of payment due to Contractor for Work completed prior to date of Termination of Contract for Cause, if any. In the event available funds are not sufficient for the Mobility Authority to complete the Work, the Mobility Authority will withhold such funds from the amount due the Contractor.
- (7) If, in the opinion of the Engineer, the Contractor has sufficiently regained compliance with the Construction Progress Schedule, the use of the Construction Progress Schedule will be resumed. Contractor shall update and submit the Construction Progress Schedule clearly identifying Work to date and how the Contractor intends to achieve timely completion for the remainder of the Work in accordance with the Construction Documents.

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## Special Provision to Item 8 Prosecution and Progress

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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."** The first sentence of the first paragraph is voided and replaced by the following:

Begin work 90 calendar days after the authorization date to begin work. Do not begin work before or after this period unless authorized in writing by the Engineer.



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## Special Provision to Item 8 Prosecution and Progress

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

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

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

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## Special Provision to Item 8 Prosecution and Progress

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

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

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

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## Special Provision to Item 8 Prosecution and Progress

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

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

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

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## Special Provision to Item 9

### Measurement and Payment

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

**Article 9.5., "Progress Payments,"** Delete this section of the Specifications in its entirety and substitute with the following:

Partial payments will be made once each month covering work performed and materials complete-in-place in accordance with the Contract. The invoice form to be submitted each month will be provided to the Contractor in Microsoft Excel format. The Contractor must be able to use Microsoft Excel to complete the invoice form. Partial payments will be made on the value of work performed based on approximate estimates prepared by the Engineer, provided, however, that no estimate shall be certified or payment made where the net amount receivable by the Contractor is less than Five-hundred Dollars (\$500.00).

The Engineer will review the partial payment estimate with the Contractor's representative prior to each partial payment.

Total Contract value shall be considered to mean the original amount of the Contract, except when the Contract is increased or decreased by a supplemental agreement in which case the adjusted total shall be used.

The Mobility Authority reserves the right to withhold the payment of any partial or final estimate voucher or any sum or sums thereof from such vouchers in the event of the failure of the Contractor to promptly make payment to all persons supplying equipment, tools or materials, or for any labor used by the Contractor in the prosecution of the work provided for in the Contract, and for any other cause as determined by the Mobility Authority in its sole discretion, including overpayment on previous partial payments.

**Article 9.8., "Retainage,"** is supplemented with the following:

The Mobility Authority shall not withhold funds from payments to be made to Contractor for the Work until such time as 95% of the Adjusted Contract Price has been paid to the Contractor. Following completion of and payment for 95% of the Adjusted Contract Price, the Mobility Authority shall withhold, the remaining 5% of the Adjusted Contract Price pursuant to the terms described below.

The remaining 5% for the Work, subject to reduction as specified below, shall be held by the Mobility Authority until Final Acceptance. At such time, and provided the Contractor is not in breach or default hereunder, the Mobility Authority shall release to Contractor all withheld in connection with the Work other than amounts applied to the payment of Losses or which the Mobility Authority deems advisable, in its sole discretion, to retain to cover any existing or threatened claims. The Contractor must further warrant, to the satisfaction of the Mobility Authority, that there are no outstanding claims or liens by any subcontractors or other parties with respect to the Work.

The prime contractor shall make full payment of amounts due to subcontractors within 10 calendar days following the satisfactory completion of the subcontractor's work. Satisfactory completion of the subcontractor's work shall be defined as approval, acceptance, and payment for the subcontractor's work by the Mobility Authority including the submittal and acceptance of all information, deliverables or other documents required by the contract.

Prior to the release of the remaining 5% by the Mobility Authority pursuant to the terms hereof, such amounts shall be held by the Mobility Authority. Upon the release of the remaining 5%, the Contractor shall not be entitled to any interest income that has accrued upon the amounts of the remaining 5% released to Contractor.

**Article 9.9., "Payment Provisions for Subcontractors,"** is supplemented with the following:

The Mobility Authority may pursue actions against the Contractor, including withholding of estimates and suspending the work, for noncompliance with the subcontract requirements of this Section upon receipt of written notice with sufficient details showing the subcontractor has complied with contractual obligations as described in this Article.

These requirements apply to all tiers of subcontractors. Incorporate the provisions of this Article into all subcontract or material purchase agreements.

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## Special Provision to Item 9 Measurement and Payment

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

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

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

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

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

- Standby will be paid at 50% of the monthly Equipment Watch rate after the regional and age adjustment factors have been applied. Operating costs will not be allowed. Calculate the standby rate as follows.

$$\text{Standby rate} = (\text{FHWA hourly rate} - \text{operating costs}) \times 50\%$$

- If an hourly rate is needed, divide the monthly *Equipment Watch* rate by 176.
- No more than 8 hr. of standby will be paid during a 24-hr. day period, nor more than 40 hr. per week.
- Standby costs will not be allowed during periods when the equipment would have otherwise been idle.

# Special Provision to Item 132

## Embankment



Item 132, "Embankment" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

**Article 132.3.4., "Compaction Methods."** The last sentence is replaced by the following.

Compact embankments in accordance with Section 132.3.4.1., "Ordinary Compaction," or Section 132.3.4.2., "Density Control," as shown on the plans. The Contractor may use Section 132.3.4.3., "Density Control by Computer-Generated (CG) Curve," as an option for density control.

**Article 132.3.4., "Compaction Methods,"** is supplemented by the following.

**3.4.3. Density Control by Computer-Generated (CG) Curve.** At the Contractor's discretion, CG curves may be used for density control.

Compact each layer to the required density using equipment complying with Item 210, "Rolling." Determine the maximum lift thickness based on the ability of the compacting operation and equipment to meet the required density. Do not exceed layer thickness of 12 in. loose or 10 in. compacted material, unless otherwise approved. Maintain a level layer with consistent thickness to ensure uniform compaction.

When using this method for each source and type of material, or when directed, sample and conduct testing according to the input parameters specified in Table 3 and provide CG field moisture-density curves based on each soil-compactors-lift thickness combination and CG Tex-114-E moisture-density curves based on each lift of soil. The CG field dry density ( $D_{fcg}$ ) must be greater than or equal to the CG Tex-114-E maximum dry density ( $D_{acg}$ ). The Engineer may obtain independent soil samples for supplemental Tex-114-E lab tests to check a supplemental maximum dry density ( $D_a$ ) and optimum moisture content ( $W_{opt}$ ) for reference when new CG curves are submitted. Provide access to the computer program used to generate the curve, when directed.

**Table 3**  
**Computer-Generated Lab and Field Compaction Curve Input Criteria**

Input Variables	Test Method
Liquid Limit, %	Tex-104-E
Plasticity Index (PI), %	Tex-106-E
Soil gradation	Tex-110-E Tex-111-E
Soil classification	Tex-112-E
Compaction roller brand, type, and model	N/A
Loose lift thickness, in.	N/A
Soil specific gravity	Use 2.65 for soil type SC. Use 2.68 for soil type CL. Use 2.69 for soil type CH.

Provide a compaction control report showing all input and output parameters and CG compaction curves, including:

- CG Tex-114-E laboratory maximum dry density ( $D_{acg}$ ),
- CG Tex-114-E laboratory optimum moisture content ( $W_{optcg}$ ),
- CG field maximum dry density ( $D_{fcg}$ ),

- CG field optimum moisture content ( $W_{f_{optcg}}$ ),
- graph of CG laboratory and field compaction curves and the “Zero Air Voids Line,” and
- minimum number of roller passes to achieve the required density and moisture content.

Meet the requirements for field maximum dry density ( $D_{fcg}$ ) and field optimum moisture content ( $W_{f_{optcg}}$ ) specified in Table 4, unless otherwise shown on the plans. Use only the specific roller and soil properties utilized in lift construction as input parameters to generate the CG field curve used to meet moisture-density requirements in construction.

**Table 4**  
**Computer-Generated Lab and Field Compaction Curve Input Criteria**

Description	Density	Moisture Content
	Tex-115-E	
$PI \leq 15$	$\geq 98\% D_{fcg}$	$\geq W_{f_{optcg}}$
$15 < PI \leq 35$	$\geq 98\% D_{fcg}$ and $\leq 102\% D_{fcg}$	$\geq W_{f_{optcg}}$
$PI > 35$	$\geq 95\% D_{acg}$ and $\leq 100\% D_{acg}$	$\geq W_{f_{optcg}}$

Each layer is subject to testing by the Engineer for density and moisture content. During compaction, the moisture content of the soil should be above CG optimum moisture content but should not exceed the value shown on the moisture-density curve, above optimum, required to achieve 98% dry density.

When the CG field maximum dry density ( $D_{fcg}$ ) is not achieved, perform the following steps in order.

- Verify that construction controls including lift soil properties, minimum number and uniformity of compactor passes, lift thickness, and moisture content are correct.
- If needed, rework the lift with the corrected controls using the original CG curve.
- Generate a new CG field compaction curve based on actual in-place soil properties and rework the lift.
- Generate a non-CG Tex-114-E moisture-density reference standard and rework the material using this reference standard.

When required, remove small areas of the layer to allow for density tests. Replace the removed material and recompact at no additional expense to the Department. Proof-roll in accordance with Item 216, “Proof Rolling,” when shown on the plans or as directed. Correct soft spots as directed.

**Article 132.3.5., “Maintenance of Moisture and Reworking.”** The first sentence is replaced by the following.

Maintain the density and moisture content once all requirements in Table 2 or 4 are met.



## Special Provision to Item 164 Seeding for Erosion Control

Item 164, "Seeding for Erosion Control" of the Standard Specifications is amended with respect to the clauses and Tables cited below. No other clauses or requirements of this Item are waived or changed.

**164.2.1 Seed** is modified by the following:

For the riparian areas only as designated on the plans, VOID Table 1 and replace with the following Table 1 and 1A to determine the appropriate seed mix and rates as specified.

Table 1

District and Planting Dates	Mix	Seeding Rate
14 (Austin) Feb. 1 - May 15	Shade Friendly Grass Mix	62.2 lb / acre
	Pollinator Essentials	17.42 lb / acre

Table 1A

Mix	Species	% by weight (per lb)
Shade Friendly Grass Mix	Eastern Gamagrass	30.47
	Sideoats Grama	18.27
	Prairie Wildrye	16.96
	Virginia Wildrye	16.26
	Plains Bristlegrass	4.98
	Purpletop	4.98
	Inland Seoats	4.98
	White Tridens	2.55
	Southwestern Bristlegrass	0.55
Pollinator Essentials Mix	Texas Bluebonnet	18.18
	Indian Blanket	15.45
	Partridge Pea	14.54
	Illinois Bundleflower	14.54
	Lanceleaf Coreopsis	9.09
	Purple Coneflower	5.23

	Purple Prairie Clover	5.00
	Cutleaf Daisy	3.64
	Scarlet Sage	3.11
	Lemon Mint	2.73
	Golden-Wave	2.69
	Plains Coreopsis	2.27
	Black-eyed Susan	1.36
	Butterfly Weed	0.91
	White Prairie Clover	0.89
	American Basketflower	0.36

**164.3 Construction** is modified by ADDING the following:

### **3.6 Vegetative Establishment**

#### **Riparian/Shade Zone Maintenance**

A no mow/limited mowing area will be established on site to allow the native plants to create a functional system. Occasional mowing for access and other needs should be done with a tractor shredder at a height of at least 1 ft no more often than twice a year. Any desired mowing should be done after plants have created mature seed to allow for natural reseeding of the area during late summer early fall. For most warm season grasses mowing should be done when grasses enter dormancy during late Fall. Wet areas and steep slopes should be avoided to limit compaction and rutting of the site which will limit plant growth and increase erosion.

#### **Roadside Maintenance**

Frequent mowing of native grasses will weaken the plants and allow for invasion by noxious weeds. Grasses should be allowed to grow for a full growing season before being mowed to allow for proper root development. Then mowing should be limited the first three years for proper establishment. This increases the hardiness of the plant, increases drought tolerance, and limits erosion on the site. Mowing should be done at a height of no less than 8". Mowing can be done in late fall/early winter when grasses have become dormant and have finished seed production. A summer mowing may be done if necessary. This should be done at no less than 8" height and should be avoided during particularly hot and dry period to not stress the plants.

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# Special Provision to Item 450

## Railing

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Item 450, "Railing" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

**Section 450.3.1.2., "Fabrication,"** is supplemented with the following.

Fabrication plants that produce metal railing (steel and aluminum) must be approved in accordance with DMS-7395, "Metal Railing Fabrication Plant Qualification." This required approval does not include fabricators of chain link fence. The Materials and Tests Division maintains a MPL of approved fabrication plants of metal railing.

Permanently mark each metal railing post base plate, at a visible location when erected, with the fabrication plant's insignia or trademark. For fabricated rail panels, provide this permanent mark on one post base plate, per panel.

# Special Provision to Item 462

## Concrete Box Culverts and Drains



Item 462, "Concrete Box Culverts and Drains," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

**Section 2.1., "General."** The last paragraph is voided and replaced with the following:

Furnish material for precast formed and machine-made box culverts in accordance with DMS-7305, "Fabrication and Qualification Procedure for Multi-Project Fabrication Plants of Precast Concrete Drainage Structures."

**Sections 2.2.2., "Formed Precast," and 2.2.3., "Machine-Made Precast,"** are voided and replaced by the following.

2.2.2 **Precast.** Precast formed and machine –made box culvert fabrication plants must be approved in accordance with DMS-7305, "Fabrication and Qualification Procedure for Multi-Project Fabrication Plants of Precast Concrete Drainage Structures." The Construction Division maintains a list of approved precast box culvert fabrication plants on the Department's MPL. Fabricate precast boxes in accordance with DMS-7305, "Fabrication and Qualification Procedure for Multi-Project Fabrication Plants of Precast Concrete Drainage Structures."

**Sections 2.3.2., "Formed Precast," and 2.3.3., "Machine-Made Precast,"** are voided and replaced by the following.

2.3.2 **Precast.** Make, cure, and test compressive test specimens for precast formed and machine –made box culverts in accordance with DMS-7305, "Fabrication and Qualification Procedure for Multi-Project Fabrication Plants of Precast Concrete Drainage Structures."

**Section 2.5., "Marking,"** the first paragraph is voided and replaced with the following.

**Marking.** Clearly mark each precast unit with the following:

- Name or trademark of fabricator and plant location;
- ASTM designation and product designation (when applicable);
- Date of manufacture,
- Box size,
- Minimum and maximum fill heights,
- Designation "TX" for precast units fabricated per DMS-7305,
- Fabricator's designated approval stamp for each approved unit,
- Designation "SR" for boxes meeting sulfate-resistant concrete plan requirements (when applicable), and
- Precast drainage structures used for jacking and boring (when applicable).

**Section 2.6., "Tolerances."** The section is voided and replaced with the following.

Ensure precast sections meet the permissible variations listed in ASTM C1577.

Ensure that the sides of a section at each end do not vary from being perpendicular to the top and bottom by more than 1/2 in. when measured diagonally between opposite interior corners. Deviations from this tolerance will be acceptable if the sections can be fitted at the plant and the joint opening at any point does not exceed 1 in. Use match-marks for proper installation on sections that have been accepted in this manner.

Ensure wall and slab thicknesses are not less than shown on the plans except for occasional deficiencies not greater than 3/16 in. or 5%, whichever is greater. If proper jointing is not affected, thicknesses in excess of plan requirements are acceptable.

**Section 2.7., “Defects and Repair.”** The section is voided and replaced with the following:

Fine cracks on the surface of members that do not extend to the plane of the nearest reinforcement are acceptable unless the cracks are numerous and extensive. Repair cracks that extend into the plane of the reinforcing steel in accordance with the Department’s Concrete Repair Manual. The Engineer may accept boxes with repairs that are sound, properly finished, and cured in conformance with pertinent specifications. Discontinue further production of precast sections until corrections are made and proper curing is provided when fine cracks on the surface indicate poor curing practices.

Repair precast boxes in accordance with DMS-7305, “Fabrication and Qualification Procedure for Multi-Project Fabrication Plants of Precast Concrete Drainage Structures.”

**Section 2.8., “Storage and Shipment.”** This section is voided and replaced with the following:

- 2.8      **Storage and Shipment.** Store precast sections on a level surface. Do not place any load on the sections until design strength is reached and curing is complete. Store and ship precast boxes in accordance with DMS-7305, “Fabrication and Qualification Production for Multi-Project Fabrication Plants of Precast Concrete Drainage Structures.

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# Special Provision to Item 464

## Reinforced Concrete Pipe

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Item 464, "Reinforced Concrete Pipe," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

**Section 2.1., "Fabrication."** The section is voided and replaced with the following.

Fabrication plants must be approved by the Materials and Tests Division in accordance with DMS-7305, "Fabrication and Qualification Procedure for Multi-Project Fabrication Plants of Precast Concrete Drainage Structures," before furnishing precast reinforced concrete pipe for Departmental projects. The Department's MPL has a list of approved reinforced concrete pipe plants.

Furnish material and fabricate reinforced concrete pipe in accordance with DMS-7305, "Fabrication and Qualification Procedure for Multi-Project Fabrication Plants of Precast Concrete Drainage Structures."

**Section 2.3., "Marking."** The first paragraph is voided and replaced with the following.

Furnish each section of reinforced concrete pipe marked with the following information specified in DMS-7305, "Fabrication and Qualification Procedure for Multi-Project Fabrication Plants of Precast Concrete Drainage Structures."

- Class or D-Load of pipe,
- ASTM designation,
- Date of manufacture,
- Pipe size,
- Name or trademark of fabricator and plant location,
- Designation "TX" for precast units fabricated per DMS-7305;
- Designated fabricator's approval stamp for each approved unit,
- Pipe to be used for jacking and boring (when applicable), and
- Designation "SR" for pipe meeting sulfate-resistant concrete plan requirements (when applicable).

**Section 2.5., "Causes for Rejection."** The section is voided and replaced with the following.

Individual sections of pipe may be rejected for any of the conditions stated in the Annex of DMS-7305, "Fabrication and Qualification Procedure for Multi-Project Fabrication Plants of Precast Concrete Drainage Structures."

**Section 2.6., "Repairs."** The section is voided and replaced with the following:

Make repairs, if necessary, as stated in the Annex of DMS-7305, "Fabrication and Qualification Procedure for Multi-Project Fabrication Plants of Precast Concrete Drainage Structures."

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## Special Provision to Item 502

### Barricades, Signs and Traffic Handling

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

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

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

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

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

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

# Special Provision to Item 506

## Temporary Erosion, Sedimentation, and Environmental Controls



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

**Article 506.1., "Description."** The second paragraph is voided and replaced by the following.

Contractor is considered primary operator to have day-to-day operational control as defined in TPDES GP TXR150000.

- 1.1. For projects with soil disturbance of less than 1 acre, no submittal to TCEQ will be required but Contractor will follow SWP3. For projects with soil disturbance of 1 acre to less than 5 acres a small site notice will be posted at the site. For projects with soil disturbance of 5 acres or more a Notice of Intent (NOI) is required and a large site notice posted at site. Postings will be in accordance with TPDES GP TXR150000. Postings not associated with project specific locations will be in same location as Department's postings.
- 1.2. **Notice of Intent (NOI).** Submit a NOI, if applicable, with the TCEQ under the TPDES GP TXR150000 at least 7 days prior to commencement of construction activities at the project site. Provide a signed copy to the Engineer and any other MS4 operators at the time of submittal. The Department will submit their NOI prior to contractor submission and will provide a copy for Contractor's use in completing the Contractor's NOI form.
- 1.3. **Notice of Change (NOC).** Upon concurrence of the Engineer, submit a NOC, if applicable, to the TCEQ within 14 days of discovery of a change or revision to the NOI as required by the TPDES GP TXR150000. Provide a signed copy of the NOC to the Engineer and any other MS4 operators at the time of submittal.
- 1.4. **Notice of Termination (NOT).** Upon concurrence of the Engineer, submit a NOT, if applicable, to the TCEQ within 30 days of the Engineer's approval that 70% native background vegetative cover is met or equivalent permanent stabilization have been employed in accordance with the TPDES GP TXR 150000. Provide a signed copy of the NOT to the Engineer and any other MS4 operators at the time of submittal.

**Section 506.3.1, "Contractor Responsible Person Environmental (CRPE) Qualifications and Responsibilities,"** is supplemented by the following:

- 3.1. **Contractor Responsible Person Environmental (CRPE) Qualifications and Responsibilities.** Provide and designate in writing at the preconstruction conference a CRPE and alternate CRPE who have overall responsibility for the storm water management program. The CRPE will implement stormwater and erosion control practices; will oversee and observe stormwater control measure monitoring and management; will monitor the project site daily and produce daily monitoring reports as long as there are BMPs in place or soil disturbing activities are evident to ensure compliance with the SWP3 and TPDES General Permit TXR150000. Daily monitor reports shall be maintained and made available upon request. During time suspensions when work is not occurring or on contract non-work days, daily inspections are not required unless a rain event has occurred. The CRPE will provide recommendations on how to improve the effectiveness of control measures. Attend the Department's preconstruction conference for the project. Ensure training is completed as identified in Section 506.3.3., "Training," by all applicable personnel before employees work on the project. Document and maintain and make available upon request, a list, signed by the CRPE, of all applicable Contractor and subcontractor employees who have completed the training. Include the employee's name, the training course name, and date the employee completed the training.

**Section 506.3.3., "Training,"** is supplemented by the following:



Training is provided by the Department at no cost to the Contractor and is valid for 3 yr. from the date of completion. The Engineer may require the following training at a frequency less than 3 yr. based on environmental needs:

- “Environmental Management System: Awareness Training for the Contractor” (English and Spanish) (Approximate running time 20 min.), and
- “Storm Water: Environmental Requirements During Construction” (English and Spanish) (Approximate running time 20 min.).

The Contractor responsible person environmental (CRPE), alternate CRPE designated for emergencies, Contractor's superintendent, Contractor, and subcontractor lead personnel involved in soil disturbing or SWP3 activities must enroll in and complete the training listed below and maintain and make available upon request the certificate of completion. Training is provided by a third party and is valid for 3 yr. from the date shown on the Certificate of Completion. Coordinate enrollment as prescribed by the Department and pay associated fees for the following training:

- “Revegetation During Construction,”
- “Construction General Permit Compliance,” and
- “Construction Stage Gate Checklist (CSGC).”

Training and associated fee will not be measured or paid for directly but are subsidiary to this Item.

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## Special Provision to Item 540

### Metal Beam Guard Fence

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

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

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

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# Special Provision to Item 552

## Wire Fence

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Item 552, "Wire Fence" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

**Section 2.4., "Barbed Wire,"** is voided and replaced by the following:

Furnish barbed wire in accordance with ASTM A121 and as shown on the plans.

**Section 2.5., "Wire Mesh,"** is voided and replaced by the following:

Furnish wire mesh fabric in accordance with ASTM A116 and as shown on the plans.

**Article 3., "Construction,"** is supplemented by the following:

Unless otherwise directed, T-posts, steel pipe brace posts, steel pipe gate posts, steel pipe post assemblies, and water gap posts are to remain in place.

Posts removed for the convenience of the Contractor due to brush removal or other issues will be replaced at the Contractor's expense.

Remove brush and trees from fence areas where work is performed. Chip brush and trees or remove and dispose of removed materials at locations off the right of way in accordance with local, state, and federal requirements.

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

Fencing will be measured by the foot of wire fence, excluding gates. Gates will be measured by each gate. Posts and post assemblies, which are installed or removed and replaced, will be paid by each post. New brace posts and t-posts will be measured by each post. New hinge sets on existing posts will be paid by each hinge set.

**Article 5., "Payment,"** is voided and replaced by the following:

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Wire Fence", "Gate", "Post", "Post Assembly", "Brace Post", "T-Post", and "Hinge Set" of the type specified. This price is full compensation for furnishing, preparing, hauling, and installing fence and gate materials; excavation, backfilling and disposal of surplus material; removing and trimming of brush and tree limbs; and equipment, labor, tools, and incidentals.

Unless otherwise shown on the plans, removal of existing fence will not be paid for directly but will be subsidiary to pertinent Items.

There will be no payment for undamaged posts removed and replaced if removal is for the Contractor's convenience.

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# Special Provision to Item 636

## Signs

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Item 636, "Signs" of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

**Section 636.3.1, "Fabrication."** is deleted.

**Section 636.3.1.2, "Sheeting Application."** The last sentence of the fourth paragraph is voided and replaced by the following.

Do not splice sheeting or overlay films for signs fabricated with ink or with colored transparent films.

# Special Provision to Item 666

## Retroreflectorized Pavement Markings



Item 666, "Retroreflectorized Pavement Markings," of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

**Section 2.3., "Glass Traffic Beads."** The first paragraph is voided and replaced by the following:

Furnish drop-on glass beads in accordance with DMS-8290, "Glass Traffic Beads," or as approved. Furnish a double-drop of Type II and Type III drop-on glass beads for longitudinal pavement markings where each type bead is applied separately in equal portions (by weight), unless otherwise approved. Apply the Type III beads before applying the Type II beads. Furnish Type II beads for work zone pavement markings and transverse markings or symbols.

**Section 4.3.1., "Type I Markings.,"** is supplemented by the following:

**4.3.1.3. Spot Striping.** Perform spot striping on a callout basis with a minimum callout quantity as shown on the plans.

**Section 4.3.2., "Type II Markings.,"** is supplemented by the following:

**4.3.2.1. Spot Striping.** Perform spot striping on a callout basis with a minimum callout quantity as shown on the plans.

**Section 4.4., "Retroreflectivity Requirements.,"** is voided and replaced by the following.

Type I markings for Contracts totaling more than 20,000 ft. of pavement markings must meet the following minimum retroreflectivity values for all longitudinal edgeline, centerline or no passing barrier-line, and lane line markings when measured any time after 3 days, but not later than 10 days after application.

- White markings: 250 millicandelas per square meter per lux (mcd/m<sup>2</sup>/lx)
- Yellow markings: 175 mcd/m<sup>2</sup>/lx

Retroreflectivity requirements for Type I markings are not required for Contracts with less than 20,000 ft. of pavement markings or Contracts with callout work, unless otherwise shown on the plans.

**Section 4.5., "Retroreflectivity Measurements.,"** is voided and replaced by the following:

Use a mobile retroreflectometer to measure retroreflectivity for Contracts totaling more than 50,000 ft. of pavement markings, unless otherwise shown on the plans. For Contracts with less than 50,000 ft. of pavement markings, mobile or portable retroreflectometers may be used at the Contractor's discretion. Coordinate with and obtain authorization from the Engineer before starting any retroreflectivity data collection.

**Section 4.5.1., "Mobile Retroreflectometer Measurements."** The last paragraph is voided and replaced by the following.

Restripe again at the Contractor's expense with a minimum of 0.060 in. (60 mils) of Type I marking material if the average of these measurements falls below the minimum retroreflectivity requirements. Take measurements every 0.1 miles a minimum of 10 days after this third application within that mile segment for that series of markings. If the markings do not meet minimum retroreflectivity after this third application, the Engineer may require removal of all existing markings, a new application as initially specified, and a repeat of the application process until minimum retroreflectivity requirements are met.

**Section 4.5.2., “Portable Retroreflector Measurements.”** The first and second paragraphs are voided and replaced by the following.

Provide portable measurement averages for every 1.0 mile unless otherwise specified or approved. Take a minimum of 20 measurements for each 1-mi. section of roadway for each series of markings (e.g., edgeline, center skip line, each line of a double line) and direction of traffic flow when using a portable reflectometer. Measure each line in both directions for centerlines on two-way roadways (i.e., measure both double solid lines in both directions and measure all center skip lines in both directions). The spacing between each measurement must be at least 100 ft. The Engineer may decrease the mileage frequency for measurements if the previous measurements provide satisfactory results. The Engineer may require the original number of measurements if concerns arise.

Restripe at the Contractor's expense with a minimum of 0.060 in. (60 mils) of Type I marking material if the averages of these measurements fail. Take a minimum of 10 more measurements after 10 days of this second application within that mile segment for that series of markings. Restripe again at the Contractor's expense with a minimum of 0.060 in. (60 mils) of Type I marking material if the average of these measurements falls below the minimum retroreflectivity requirements. If the markings do not meet minimum retroreflectivity after this third application, the Engineer may require removal of all existing markings, a new application as initially specified, and a repeat of the application process until minimum retroreflectivity requirements are met.

**Section 4.6. “Performance Period.”** The first sentence is voided and replaced by the following:

All longitudinal markings must meet the minimum retroreflectivity requirements within the time frame specified. All markings must meet all other performance requirements of this specification for at least 30 calendar days after installation.

**Article 6. “Payment.”** The first two paragraphs are voided and replaced by the following.

The work performed and materials furnished in accordance with this Item and measured as provided under “Measurement” will be paid for at the unit price bid for “Pavement Sealer” of the size specified; “Retroreflectorized Pavement Markings” of the type and color specified and the shape, width, size, and thickness (Type I markings only) specified, as applicable; “Retroreflectorized Pavement Markings with Retroreflective Requirements” of the types, colors, sizes, widths, and thicknesses specified; “Retroreflectorized Profile Pavement Markings” of the various types, colors, shapes, sizes, and widths specified; or “ReflectORIZED Pavement Marking (Call Out)” of the shape, width, size, and thickness (Type I markings only) specified, as applicable; or “Pavement Sealer (Call Out)” of the size specified.

This price is full compensation for materials, application of pavement markings, equipment, labor, tools, and incidentals.

# Special Specification 3076

## Dense-Graded Hot-Mix Asphalt



### 1. DESCRIPTION

Construct a hot-mix asphalt (HMA) pavement layer composed of a compacted, dense-graded mixture of aggregate and asphalt binder mixed hot in a mixing plant. Payment adjustments will apply to HMA placed under this specification unless the HMA is deemed exempt in accordance with Section 3076.4.9.4., "Exempt Production."

### 2. MATERIALS

Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications.

Notify the Engineer of all material sources and before changing any material source or formulation. The Engineer will verify that the specification requirements are met when the Contractor makes a source or formulation change, and may require a new laboratory mixture design, trial batch, or both. The Engineer may sample and test project materials at any time during the project to verify specification compliance in accordance with Item 6, "Control of Materials."

- 2.1. **Aggregate.** Furnish aggregates from sources that conform to the requirements shown in Table 1 and as specified in this Section. Aggregate requirements in this Section, including those shown in Table 1, may be modified or eliminated when shown on the plans. Additional aggregate requirements may be specified when shown on the plans. Provide aggregate stockpiles that meet the definitions in this Section for coarse, intermediate, or fine aggregate. Aggregate from reclaimed asphalt pavement (RAP) is not required to meet Table 1 requirements unless otherwise shown on the plans. Supply aggregates that meet the definitions in [Tex-100-E](#) for crushed gravel or crushed stone. The Engineer will designate the plant or the quarry as the sampling location. Provide samples from materials produced for the project. The Engineer will establish the Surface Aggregate Classification (SAC) and perform Los Angeles abrasion, magnesium sulfate soundness, and Micro-Deval tests. Perform all other aggregate quality tests listed in Table 1. Document all test results on the mixture design report. The Engineer may perform tests on independent or split samples to verify Contractor test results. Stockpile aggregates for each source and type separately. Determine aggregate gradations for mixture design and production testing based on the washed sieve analysis given in [Tex-200-F](#), Part II.

- 2.1.1. **Coarse Aggregate.** Coarse aggregate stockpiles must have no more than 20% material passing the No. 8 sieve. Aggregates from sources listed in the Department's *Bituminous Rated Source Quality Catalog* (BRSQC) are preapproved for use. Use only the rated values for hot-mix listed in the BRSQC. Rated values for surface treatment (ST) do not apply to coarse aggregate sources used in hot-mix asphalt.

For sources not listed on the Department's BRSQC:

- build an individual stockpile for each material;
- request the Department test the stockpile for specification compliance; and
- once approved, do not add material to the stockpile unless otherwise approved.

Provide aggregate from non-listed sources only when tested by the Engineer and approved before use. Allow 30 calendar days for the Engineer to sample, test, and report results for non-listed sources.

Provide coarse aggregate with at least the minimum SAC shown on the plans. SAC requirements only apply to aggregates used on the surface of travel lanes. SAC requirements apply to aggregates used on surfaces other than travel lanes when shown on the plans. The SAC for sources on the Department's *Aggregate Quality Monitoring Program (AQMP)* ([Tex-499-A](#)) is listed in the BRSQC.

- 2.1.1.1. **Blending Class A and Class B Aggregates.** Class B aggregate meeting all other requirements in Table 1 may be blended with a Class A aggregate to meet requirements for Class A materials, unless otherwise shown on the plans. Ensure that at least 50% by weight, or volume if required, of the material retained on the No. 4 sieve comes from the Class A aggregate source when blending Class A and B aggregates to meet a Class A requirement unless otherwise shown on the plans. Blend by volume if the bulk specific gravities of the Class A and B aggregates differ by more than 0.300. Coarse aggregate from RAP and Recycled Asphalt Shingles (RAS) will be considered as Class B aggregate for blending purposes.

The Engineer may perform tests at any time during production, when the Contractor blends Class A and B aggregates to meet a Class A requirement, to ensure that at least 50% by weight, or volume if required, of the material retained on the No. 4 sieve comes from the Class A aggregate source. The Engineer will use the Department's mix design template, when electing to verify conformance, to calculate the percent of Class A aggregate retained on the No. 4 sieve by inputting the bin percentages shown from readouts in the control room at the time of production and stockpile gradations measured at the time of production. The Engineer may determine the gradations based on either washed or dry sieve analysis from samples obtained from individual aggregate cold feed bins or aggregate stockpiles. The Engineer may perform spot checks using the gradations supplied by the Contractor on the mixture design report as an input for the template; however, a failing spot check will require confirmation with a stockpile gradation determined by the Engineer.

- 2.1.1.2. **Micro-Deval Abrasion.** The Engineer will perform a minimum of one Micro-Deval abrasion test in accordance with [Tex-461-A](#) for each coarse aggregate source used in the mixture design that has a Rated Source Soundness Magnesium (RSSM) loss value greater than 15 as listed in the BRSQC. The Engineer will perform testing before the start of production and may perform additional testing at any time during production. The Engineer may obtain the coarse aggregate samples from each coarse aggregate source or may require the Contractor to obtain the samples. The Engineer may waive all Micro-Deval testing based on a satisfactory test history of the same aggregate source.

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

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

where:

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

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

$RSMD$  = Rated Source Micro-Deval

When the estimated magnesium sulfate soundness loss is greater than the maximum magnesium sulfate soundness loss specified, the coarse aggregate source will not be allowed for use unless otherwise approved. The Engineer will consult the Soils and Aggregates Section of the Materials and Tests Division, and additional testing may be required before granting approval.

- 2.1.2. **Intermediate Aggregate.** Aggregates not meeting the definition of coarse or fine aggregate will be defined as intermediate aggregate. Supply intermediate aggregates, when used that are free from organic impurities. The Engineer may test the intermediate aggregate in accordance with [Tex-408-A](#) to verify the material is free from organic impurities. Supply intermediate aggregate from coarse aggregate sources, when used that meet the requirements shown in Table 1 unless otherwise approved.

Test the stockpile if 10% or more of the stockpile is retained on the No. 4 sieve, and verify that it meets the requirements in Table 1 for crushed face count ([Tex-460-A](#)) and flat and elongated particles ([Tex-280-F](#)).



2.1.3.

**Fine Aggregate.** Fine aggregates consist of manufactured sands, screenings, and field sands. Fine aggregate stockpiles must meet the gradation requirements in Table 2. Supply fine aggregates that are free from organic impurities. The Engineer may test the fine aggregate in accordance with [Tex-408-A](#) to verify the material is free from organic impurities. Unless otherwise shown on the plans, up to 10% of the total aggregate may be field sand or other uncrushed fine aggregate. Use fine aggregate, with the exception of field sand, from coarse aggregate sources that meet the requirements shown in Table 1 unless otherwise approved.

Test the stockpile if 10% or more of the stockpile is retained on the No. 4 sieve and verify that it meets the requirements in Table 1 for crushed face count ([Tex-460-A](#)) and flat and elongated particles ([Tex-280-F](#)).

**Table 1**  
**Aggregate Quality Requirements**

Property	Test Method	Requirement
<b>Coarse Aggregate</b>		
SAC	<a href="#">Tex-499-A</a> (AQMP)	As shown on the plans
Deleterious material, %, Max	<a href="#">Tex-217-F</a> , Part I	1.5
Decantation, %, Max	<a href="#">Tex-217-F</a> , Part II	1.5
Micro-Deval abrasion, %	<a href="#">Tex-461-A</a>	Note 1
Los Angeles abrasion, %, Max	<a href="#">Tex-410-A</a>	40
Magnesium sulfate soundness, 5 cycles, %, Max	<a href="#">Tex-411-A</a>	30
Crushed face count, <sup>2</sup> %, Min	<a href="#">Tex-460-A</a> , Part I	85
Flat and elongated particles @ 5:1, %, Max	<a href="#">Tex-280-F</a>	10
<b>Fine Aggregate</b>		
Linear shrinkage, %, Max	<a href="#">Tex-107-E</a>	3
Sand equivalent, %, Min	<a href="#">Tex-203-F</a>	45

- Used to estimate the magnesium sulfate soundness loss in accordance with Section 3076.2.1.1.2., "Micro-Deval Abrasion."
- Only applies to crushed gravel.

**Table 2**  
**Gradation Requirements for Fine Aggregate**

Sieve Size	% Passing by Weight or Volume
3/8"	100
#8	70–100
#200	0–30

2.2.

**Mineral Filler.** Mineral filler consists of finely divided mineral matter such as agricultural lime, crusher fines, hydrated lime, or fly ash. Mineral filler is allowed unless otherwise shown on the plans. Use no more than 2% hydrated lime or fly ash unless otherwise shown on the plans. Use no more than 1% hydrated lime if a substitute binder is used unless otherwise shown on the plans or allowed. Test all mineral fillers except hydrated lime and fly ash in accordance with [Tex-107-E](#) to ensure specification compliance. The plans may require or disallow specific mineral fillers. Provide mineral filler, when used, that:

- is sufficiently dry, free-flowing, and free from clumps and foreign matter as determined by the Engineer;
- does not exceed 3% linear shrinkage when tested in accordance with [Tex-107-E](#); and
- meets the gradation requirements in Table 3, unless otherwise shown on the plans.

**Table 3**  
**Gradation Requirements for Mineral Filler**

Sieve Size	% Passing by Weight or Volume
#8	100
#200	55–100

2.3.

**Baghouse Fines.** Fines collected by the baghouse or other dust-collecting equipment may be reintroduced into the mixing drum.

2.4.

**Asphalt Binder.** Furnish the type and grade of performance-graded (PG) asphalt specified on the plans.

- 2.5. **Tack Coat.** Furnish CSS-1H, SS-1H, or a PG binder with a minimum high-temperature grade of PG 58 for tack coat binder in accordance with Item 300, "Asphalts, Oils, and Emulsions." Specialized tack coat materials listed on the Department's MPL are allowed or required when shown on the plans. Do not dilute emulsified asphalts at the terminal, in the field, or at any other location before use.
- 2.6. **Additives.** Use the type and rate of additive specified when shown on the plans. Additives that facilitate mixing, compaction, or improve the quality of the mixture are allowed when approved. Provide the Engineer with documentation such as the bill of lading showing the quantity of additives used in the project unless otherwise directed.
- 2.6.1. **Lime and Liquid Antistripping Agent.** When lime or a liquid antistripping agent is used, add in accordance with Item 301, "Asphalt Antistripping Agents." Do not add lime directly into the mixing drum of any plant where lime is removed through the exhaust stream unless the plant has a baghouse or dust collection system that reintroduces the lime into the drum.
- 2.6.2. **Warm Mix Asphalt (WMA).** Warm Mix Asphalt (WMA) is defined as HMA that is produced within a target temperature discharge range of 215°F and 275°F using approved WMA additives or processes from the Department's MPL.
- WMA is allowed for use on all projects and is required when shown on the plans. When WMA is required, the maximum placement or target discharge temperature for WMA will be set at a value below 275°F.
- Department-approved WMA additives or processes may be used to facilitate mixing and compaction of HMA produced at target discharge temperatures above 275°F; however, such mixtures will not be defined as WMA.
- 2.6.3. **Compaction Aid.** Compaction Aid is defined as a chemical warm mix additive that is used to produce an asphalt mixture at a discharge temperature greater than 275°F.
- Compaction Aid is allowed for use on all projects and is required when shown on the plans.
- 2.7. **Recycled Materials.** Use of RAP and RAS is permitted unless otherwise shown on the plans. Use of RAS is restricted to only intermediate and base mixes unless otherwise shown on the plans. Do not exceed the maximum allowable percentages of RAP and RAS shown in Table 4. The allowable percentages shown in Table 4 may be decreased or increased when shown on the plans. Determine the asphalt binder content and gradation of the RAP and RAS stockpiles for mixture design purposes in accordance with [Tex-236-F](#), Part I. The Engineer may verify the asphalt binder content of the stockpiles at any time during production. Perform other tests on RAP and RAS when shown on the plans. Asphalt binder from RAP and RAS is designated as recycled asphalt binder. Calculate and ensure that the ratio of the recycled asphalt binder to total binder does not exceed the percentages shown in Table 5 during mixture design and HMA production when RAP or RAS is used. Use a separate cold feed bin for each stockpile of RAP and RAS during HMA production.
- Surface, intermediate, and base mixes referenced in Tables 4 and 5 are defined as follows:
- **Surface.** The final HMA lift placed at the top of the pavement structure or placed directly below mixtures produced in accordance with Items 316, 342, 347, or 348;
  - **Intermediate.** Mixtures placed below an HMA surface mix and less than or equal to 8.0 in. from the riding surface; and
  - **Base.** Mixtures placed greater than 8.0 in. from the riding surface. Unless otherwise shown on the plans, mixtures used for bond breaker are defined as base mixtures.
- 2.7.1. **RAP.** RAP is salvaged, milled, pulverized, broken, or crushed asphalt pavement. Fractionated RAP is defined as a stockpile that contains RAP material with a minimum of 95.0% passing the 3/8-in. or 1/2-in. sieve, before burning in the ignition oven, unless otherwise approved. The Engineer may allow the Contractor to use an alternate to the 3/8-in. or 1/2-in. screen to fractionate the RAP.

Use of Contractor-owned RAP including HMA plant waste is permitted unless otherwise shown on the plans. Department-owned RAP stockpiles are available for the Contractor's use when the stockpile locations are shown on the plans. If Department-owned RAP is available for the Contractor's use, the Contractor may use Contractor-owned fractionated RAP and replace it with an equal quantity of Department-owned RAP. Department-owned RAP generated through required work on the Contract is available for the Contractor's use when shown on the plans. Perform any necessary tests to ensure Contractor- or Department-owned RAP is appropriate for use. The Department will not perform any tests or assume any liability for the quality of the Department-owned RAP unless otherwise shown on the plans. The Contractor will retain ownership of RAP generated on the project when shown on the plans.

Do not use Department- or Contractor-owned RAP contaminated with dirt or other objectionable materials. Do not use Department- or Contractor-owned RAP if the decantation value exceeds 5% and the plasticity index is greater than 8. Test the stockpiled RAP for decantation in accordance with [Tex-406-A](#), Part I. Determine the plasticity index in accordance with [Tex-106-E](#) if the decantation value exceeds 5%. The decantation and plasticity index requirements do not apply to RAP samples with asphalt removed by extraction or ignition.

Do not intermingle Contractor-owned RAP stockpiles with Department-owned RAP stockpiles. Remove unused Contractor-owned RAP material from the project site upon completion of the project. Return unused Department-owned RAP to the designated stockpile location.

**Table 4**  
**Maximum Allowable Amounts of RAP<sup>1</sup>**

Maximum Allowable Fractionated RAP (%)		
Surface	Intermediate	Base
15.0	25.0	30.0

1. Must also meet the recycled binder to total binder ratio shown in Table 5.

#### 2.7.2.

**RAS.** Use of post-manufactured RAS or post-consumer RAS (tear-offs) is not permitted in surface mixtures unless otherwise shown on the plans. RAS may be used in intermediate and base mixtures unless otherwise shown on the plans. Up to 3% RAS may be used separately or as a replacement for fractionated RAP in accordance with Table 4 and Table 5. RAS is defined as processed asphalt shingle material from manufacturing of asphalt roofing shingles or from re-roofing residential structures. Post-manufactured RAS is processed manufacturer's shingle scrap by-product. Post-consumer RAS is processed shingle scrap removed from residential structures. Comply with all regulatory requirements stipulated for RAS by the TCEQ. RAS may be used separately or in conjunction with RAP.

Process the RAS by ambient grinding or granulating such that 100% of the particles pass the 3/8 in. sieve when tested in accordance with [Tex-200-F](#), Part I. Perform a sieve analysis on processed RAS material before extraction (or ignition) of the asphalt binder.

Add sand meeting the requirements of Table 1 and Table 2 or fine RAP to RAS stockpiles if needed to keep the processed material workable. Any stockpile that contains RAS will be considered a RAS stockpile and be limited to no more than 3.0% of the HMA mixture in accordance with Table 4.

Certify compliance of the RAS with [DMS-11000](#), "Evaluating and Using Nonhazardous Recyclable Materials Guidelines." Treat RAS as an established nonhazardous recyclable material if it has not come into contact with any hazardous materials. Use RAS from shingle sources on the Department's MPL. Remove substantially all materials before use that are not part of the shingle, such as wood, paper, metal, plastic, and felt paper. Determine the deleterious content of RAS material for mixture design purposes in accordance with [Tex-217-F](#), Part III. Do not use RAS if deleterious materials are more than 0.5% of the stockpiled RAS unless otherwise approved. Submit a sample for approval before submitting the mixture design. The Department will perform the testing for deleterious material of RAS to determine specification compliance.

2.8.

**Substitute Binders.** Unless otherwise shown on the plans, the Contractor may use a substitute PG binder listed in Table 5 instead of the PG binder originally specified, if using recycled materials, and if the substitute PG binder and mixture made with the substitute PG binder meet the following:

- the substitute binder meets the specification requirements for the substitute binder grade in accordance with Section 300.2.10., "Performance-Graded Binders;" and
- the mixture has less than 10.0 mm of rutting on the Hamburg Wheel test ([Tex-242-F](#)) after the number of passes required for the originally specified binder. Use of substitute PG binders may only be allowed at the discretion of the Engineer if the Hamburg Wheel test results are between 10.0 mm and 12.5 mm.

**Table 5**  
**Allowable Substitute PG Binders and Maximum Recycled Binder Ratios**

Originally Specified PG Binder	Allowable Substitute PG Binder for Surface Mixes	Allowable Substitute PG Binder for Intermediate and Base Mixes	Maximum Ratio of Recycled Binder <sup>1</sup> to Total Binder (%)		
			Surface	Intermediate	Base
76-22 <sup>4,5</sup>	70-22	70-22	10.0	20.0	25.0
70-22 <sup>2,5</sup>	N/A	64-22	10.0	20.0	25.0
64-22 <sup>2,3</sup>	N/A	N/A	10.0	20.0	25.0
76-28 <sup>4,5</sup>	70-28	70-28	10.0	20.0	25.0
70-28 <sup>2,5</sup>	N/A	64-28	10.0	20.0	25.0
64-28 <sup>2,3</sup>	N/A	N/A	10.0	20.0	25.0

1. Combined recycled binder from RAP and RAS. RAS is not permitted in surface mixtures unless otherwise shown on the plans.
2. Binder substitution is not allowed for surface mixtures.
3. Binder substitution is not allowed for intermediate and base mixtures.
4. Use no more than 10.0% recycled binder in surface mixtures when using this originally specified PG binder.
5. Use no more than 20.0% recycled binder when using this originally specified PG binder for intermediate mixtures. Use no more than 25.0% recycled binder when using this originally specified PG binder for base mixtures.

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### 3. EQUIPMENT

Provide required or necessary equipment in accordance with Item 320, "Equipment for Asphalt Concrete Pavement."

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### 4. CONSTRUCTION

Produce, haul, place, and compact the specified paving mixture. In addition to tests required by the specification, Contractors may perform other QC tests as deemed necessary. At any time during the project, the Engineer may perform production and placement tests as deemed necessary in accordance with Item 5, "Control of the Work." Schedule and participate in a mandatory pre-paving meeting with the Engineer on or before the first day of paving unless otherwise shown on the plans.

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

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

Test Description	Test Method	Contractor	Engineer	Level <sup>1</sup>
<b>1. Aggregate and Recycled Material Testing</b>				
Sampling	<a href="#">Tex-221-F</a>	✓	✓	1A/AGG101
Dry sieve	<a href="#">Tex-200-F</a> , Part I	✓	✓	1A/AGG101
Washed sieve	<a href="#">Tex-200-F</a> , Part II	✓	✓	1A/AGG101
Deleterious material	<a href="#">Tex-217-F</a> , Parts I & III	✓	✓	AGG101
Decantation	<a href="#">Tex-217-F</a> , Part II	✓	✓	AGG101
Los Angeles abrasion	<a href="#">Tex-410-A</a>		✓	TxDOT
Magnesium sulfate soundness	<a href="#">Tex-411-A</a>		✓	TxDOT
Micro-Deval abrasion	<a href="#">Tex-461-A</a>		✓	AGG101
Crushed face count	<a href="#">Tex-460-A</a>	✓	✓	AGG101
Flat and elongated particles	<a href="#">Tex-280-F</a>	✓	✓	AGG101
Linear shrinkage	<a href="#">Tex-107-E</a>	✓	✓	AGG101
Sand equivalent	<a href="#">Tex-203-F</a>	✓	✓	AGG101
Organic impurities	<a href="#">Tex-408-A</a>	✓	✓	AGG101
<b>2. Asphalt Binder &amp; Tack Coat Sampling</b>				
Asphalt binder sampling	<a href="#">Tex-500-C</a> , Part II	✓	✓	1A/1B
Tack coat sampling	<a href="#">Tex-500-C</a> , Part III	✓	✓	1A/1B
<b>3. Mix Design &amp; Verification</b>				
Design and JMF changes	<a href="#">Tex-204-F</a>	✓	✓	2
Mixing	<a href="#">Tex-205-F</a>	✓	✓	2
Molding (TGC)	<a href="#">Tex-206-F</a>	✓	✓	1A
Molding (SGC)	<a href="#">Tex-241-F</a>	✓	✓	1A
Laboratory-molded density	<a href="#">Tex-207-F</a> , Parts I & VI	✓	✓	1A
Rice gravity	<a href="#">Tex-227-F</a> , Part II	✓	✓	1A
Ignition oven correction factors <sup>2</sup>	<a href="#">Tex-236-F</a> , Part II	✓	✓	2
Indirect tensile strength	<a href="#">Tex-226-F</a>	✓	✓	1A
Hamburg Wheel test	<a href="#">Tex-242-F</a>	✓	✓	1A
Boil test	<a href="#">Tex-530-C</a>	✓	✓	1A
<b>4. Production Testing</b>				
Selecting production random numbers	<a href="#">Tex-225-F</a> , Part I		✓	1A
Mixture sampling	<a href="#">Tex-222-F</a>	✓	✓	1A/1B
Molding (TGC)	<a href="#">Tex-206-F</a>	✓	✓	1A
Molding (SGC)	<a href="#">Tex-241-F</a>	✓	✓	1A
Laboratory-molded density	<a href="#">Tex-207-F</a> , Parts I & VI	✓	✓	1A
Rice gravity	<a href="#">Tex-227-F</a> , Part II	✓	✓	1A
Gradation & asphalt binder content <sup>2</sup>	<a href="#">Tex-236-F</a> , Part I	✓	✓	1A
Control charts	<a href="#">Tex-233-F</a>	✓	✓	1A
Moisture content	<a href="#">Tex-212-F</a> , Part II	✓	✓	1A/AGG101
Hamburg Wheel test	<a href="#">Tex-242-F</a>	✓	✓	1A
Micro-Deval abrasion	<a href="#">Tex-461-A</a>		✓	AGG101
Boil test	<a href="#">Tex-530-C</a>	✓	✓	1A
Abson recovery	<a href="#">Tex-211-F</a>		✓	TxDOT
<b>5. Placement Testing</b>				
Selecting placement random numbers	<a href="#">Tex-225-F</a> , Part II		✓	1B
Trimming roadway cores	<a href="#">Tex-251-F</a> , Parts I & II	✓	✓	1A/1B
In-place air voids	<a href="#">Tex-207-F</a> , Parts I & VI	✓	✓	1A
In-place density (nuclear method)	<a href="#">Tex-207-F</a> , Part III	✓		1B
Establish rolling pattern	<a href="#">Tex-207-F</a> , Part IV	✓		1B
Control charts	<a href="#">Tex-233-F</a>	✓	✓	1A
Ride quality measurement	<a href="#">Tex-1001-S</a>	✓	✓	Note 3
Segregation (density profile)	<a href="#">Tex-207-F</a> , Part V	✓	✓	1B
Longitudinal joint density	<a href="#">Tex-207-F</a> , Part VII	✓	✓	1B
Thermal profile	<a href="#">Tex-244-F</a>	✓	✓	1B
Shear Bond Strength Test	<a href="#">Tex-249-F</a>		✓	TxDOT

1. Level 1A, 1B, AGG101, and 2 are certification levels provided by the Hot Mix Asphalt Center certification program.

2. Refer to Section 3076.4.9.2.3., "Production Testing," for exceptions to using an ignition oven.

3. Profiler and operator are required to be certified at the Texas A&M Transportation Institute facility when Surface Test Type B is specified.

4.2.

**Reporting and Responsibilities.** Use Department-provided templates to record and calculate all test data, including mixture design, production and placement QC/QA, control charts, thermal profiles, segregation density profiles, and longitudinal joint density. Obtain the current version of the templates at <http://www.txdot.gov/inside-txdot/forms-publications/consultants-contractors/forms/site-manager.html> or from the Engineer. The Engineer and the Contractor will provide any available test results to the other party when requested. The maximum allowable time for the Contractor and Engineer to exchange test data is as given in Table 7 unless otherwise approved. The Engineer and the Contractor will immediately report to the other party any test result that requires suspension of production or placement, a payment adjustment less than 1.000, or that fails to meet the specification requirements. Record and electronically submit all test results and pertinent information on Department-provided templates.

Subsequent sublots placed after test results are available to the Contractor, which require suspension of operations, may be considered unauthorized work. Unauthorized work will be accepted or rejected at the discretion of the Engineer in accordance with Article 5.3., "Conformity with Plans, Specifications, and Special Provisions."

**Table 7**  
**Reporting Schedule**

Description	Reported By	Reported To	To Be Reported Within
<b>Production Quality Control</b>			
Gradation <sup>1</sup>	Contractor	Engineer	1 working day of completion of the sublot
Asphalt binder content <sup>1</sup>			
Laboratory-molded density <sup>2</sup>			
Moisture content <sup>3</sup>			
Boil test <sup>3</sup>			
<b>Production Quality Assurance</b>			
Gradation <sup>3</sup>	Engineer	Contractor	1 working day of completion of the sublot
Asphalt binder content <sup>3</sup>			
Laboratory-molded density <sup>1</sup>			
Hamburg Wheel test <sup>4</sup>			
Boil test <sup>3</sup>			
Binder tests <sup>4</sup>			
<b>Placement Quality Control</b>			
In-place air voids <sup>2</sup>	Contractor	Engineer	1 working day of completion of the lot
Segregation <sup>1</sup>			
Longitudinal joint density <sup>1</sup>			
Thermal profile <sup>1</sup>			
<b>Placement Quality Assurance</b>			
In-place air voids <sup>1</sup>	Engineer	Contractor	1 working day after receiving the trimmed cores <sup>5</sup>
Segregation <sup>3</sup>			1 working day of completion of the lot
Longitudinal joint density <sup>3</sup>			
Thermal profile <sup>3</sup>			
Aging ratio <sup>4</sup>			
Payment adjustment summary	Engineer	Contractor	2 working days of performing all required tests and receiving Contractor test data

1. These tests are required on every sublot.
2. Optional test. When performed on split samples, report the results as soon as they become available.
3. To be performed at the frequency specified in Table 16 or as shown on the plans.
4. To be reported as soon as the results become available.
5. 2 days are allowed if cores cannot be dried to constant weight within 1 day.

The Engineer will use the Department-provided template to calculate all payment adjustment factors for the lot. Sublot samples may be discarded after the Engineer and Contractor sign off on the payment adjustment summary documentation for the lot.

Use the procedures described in [Tex-233-F](#) to plot the results of all quality control (QC) and quality assurance (QA) testing. Update the control charts as soon as test results for each subplot become available. Make the control charts readily accessible at the field laboratory. The Engineer may suspend production for failure to update control charts.

- 4.3. **Quality Control Plan (QCP).** Develop and follow the QCP in detail. Obtain approval for changes to the QCP made during the project. The Engineer may suspend operations if the Contractor fails to comply with the QCP.

Submit a written QCP before the mandatory pre-paving meeting. Receive approval of the QCP before beginning production. Include the following items in the QCP:

- 4.3.1. **Project Personnel.** For project personnel, include:

- a list of individuals responsible for QC with authority to take corrective action;
- current contact information for each individual listed; and
- current copies of certification documents for individuals performing specified QC functions.

- 4.3.2. **Material Delivery and Storage.** For material delivery and storage, include:

- the sequence of material processing, delivery, and minimum quantities to assure continuous plant operations;
- aggregate stockpiling procedures to avoid contamination and segregation;
- frequency, type, and timing of aggregate stockpile testing to assure conformance of material requirements before mixture production; and
- procedure for monitoring the quality and variability of asphalt binder.

- 4.3.3. **Production.** For production, include:

- loader operation procedures to avoid contamination in cold bins;
- procedures for calibrating and controlling cold feeds;
- procedures to eliminate debris or oversized material;
- procedures for adding and verifying rates of each applicable mixture component (e.g., aggregate, asphalt binder, RAP, RAS, lime, liquid antistripping, WMA);
- procedures for reporting job control test results; and
- procedures to avoid segregation and drain-down in the silo.

- 4.3.4. **Loading and Transporting.** For loading and transporting, include:

- type and application method for release agents; and
- truck loading procedures to avoid segregation.

- 4.3.5. **Placement and Compaction.** For placement and compaction, include:

- proposed agenda for mandatory pre-paving meeting, including date and location;
- proposed paving plan (e.g., paving widths, joint offsets, and lift thicknesses);
- type and application method for release agents in the paver and on rollers, shovels, lutes, and other utensils;
- procedures for the transfer of mixture into the paver, while avoiding segregation and preventing material spillage;
- process to balance production, delivery, paving, and compaction to achieve continuous placement operations and good ride quality;
- paver operations (e.g., operation of wings, height of mixture in auger chamber) to avoid physical and thermal segregation and other surface irregularities; and
- procedures to construct quality longitudinal and transverse joints.

#### 4.4. Mixture Design.

4.4.1. **Design Requirements.** The Contractor will design the mixture using a Superpave Gyrotory Compactor (SGC). A Texas Gyrotory Compactor (TGC) may be used when shown on the plans. Use the dense-graded design procedure provided in [Tex-204-F](#). Design the mixture to meet the requirements listed in Tables 1, 2, 3, 4, 5, 8, 9, and 10.

4.4.1.1. **Design Number of Gyration (Ndesign) When The SGC Is Used.** Design the mixture at 50 gyrations (Ndesign). Use a target laboratory-molded density of 96.0% to design the mixture; however, adjustments can be made to the Ndesign value as noted in Table 9. The Ndesign level may be reduced to at least 35 gyrations at the Contractor's discretion.

Use an approved laboratory from the Department's MPL to perform the Hamburg Wheel test, and provide results with the mixture design, or provide the laboratory mixture and request that the Department perform the Hamburg Wheel test. The Engineer will be allowed 10 working days to provide the Contractor with Hamburg Wheel test results on the laboratory mixture design.

The Engineer will provide the mixture design when shown on the plans. The Contractor may submit a new mixture design at any time during the project. The Engineer will verify and approve all mixture designs (JMF1) before the Contractor can begin production.

Provide the Engineer with a mixture design report using the Department-provided template. Include the following items in the report:

- the combined aggregate gradation, source, specific gravity, and percent of each material used;
- asphalt binder content and aggregate gradation of RAP and RAS stockpiles;
- the target laboratory-molded density (or Ndesign level when using the SGC);
- results of all applicable tests;
- the mixing and molding temperatures;
- the signature of the Level 2 person or persons that performed the design;
- the date the mixture design was performed; and
- a unique identification number for the mixture design.

**Table 8**  
**Master Gradation Limits (% Passing by Weight or Volume) and VMA Requirements**

Sieve Size	B Fine Base	C Coarse Surface	D Fine Surface	F Fine Mixture
2"	–	–	–	–
1-1/2"	100.0 <sup>1</sup>	–	–	–
1"	98.0–100.0	100.0 <sup>1</sup>	–	–
3/4"	84.0–98.0	95.0–100.0	100.0 <sup>1</sup>	–
1/2"	–	–	98.0–100.0	100.0 <sup>1</sup>
3/8"	60.0–80.0	70.0–85.0	85.0–100.0	98.0–100.0
#4	40.0–60.0	43.0–63.0	50.0–70.0	70.0–90.0
#8	29.0–43.0	32.0–44.0	35.0–46.0	38.0–48.0
#30	13.0–28.0	14.0–28.0	15.0–29.0	12.0–27.0
#50	6.0–20.0	7.0–21.0	7.0–20.0	6.0–19.0
#200	2.0–7.0	2.0–7.0	2.0–7.0	2.0–7.0
<b>Design VMA, % Minimum</b>				
–	13.0	14.0	15.0	16.0
<b>Production (Plant-Produced) VMA, % Minimum</b>				
–	12.5	13.5	14.5	15.5

1. Defined as maximum sieve size. No tolerance allowed.



**Table 9**  
**Laboratory Mixture Design Properties**

Mixture Property	Test Method	Requirement
Target laboratory-molded density, % (SGC)	<a href="#">Tex-207-F</a>	96.0
Design gyrations (N <sub>design</sub> for SGC)	<a href="#">Tex-241-F</a>	50 <sup>1</sup>
Indirect tensile strength (dry), psi	<a href="#">Tex-226-F</a>	85–200 <sup>2</sup>
Boil test <sup>3</sup>	<a href="#">Tex-530-C</a>	–

- Adjust within a range of 35–100 gyrations when shown on the plans or specification or when mutually agreed between the Engineer and Contractor.
- The Engineer may allow the IDT strength to exceed 200 psi if the corresponding Hamburg Wheel rut depth is greater than 3.0 mm and less than 12.5 mm.
- Used to establish baseline for comparison to production results. May be waived when approved.

**Table 10**  
**Hamburg Wheel Test Requirements**

High-Temperature Binder Grade	Test Method	Minimum # of Passes @ 12.5 mm <sup>1</sup> Rut Depth, Tested @ 50°C
PG 64 or lower	<a href="#">Tex-242-F</a>	10,000 <sup>2</sup>
PG 70		15,000 <sup>3</sup>
PG 76 or higher		20,000

- When the rut depth at the required minimum number of passes is less than 3 mm, the Engineer may require the Contractor to increase the target laboratory-molded density (TGC) by 0.5% to no more than 97.5% or lower the N<sub>design</sub> level (SGC) to at least 35 gyrations.
- May be decreased to at least 5,000 passes when shown on the plans.
- May be decreased to at least 10,000 passes when shown on the plans.

- 4.4.1.2. **Target Laboratory-Molded Density When The TGC Is Used.** Design the mixture at a 96.5% target laboratory-molded density. Increase the target laboratory-molded density to 97.0% or 97.5% at the Contractor's discretion or when shown on the plans or specification.
- 4.4.2. **Job-Mix Formula Approval.** The job-mix formula (JMF) is the combined aggregate gradation, target laboratory-molded density (or N<sub>design</sub> level), and target asphalt percentage used to establish target values for hot-mix production. JMF1 is the original laboratory mixture design used to produce the trial batch. When WMA is used, JMF1 may be designed and submitted to the Engineer without including the WMA additive. When WMA is used, document the additive or process used and recommended rate on the JMF1 submittal. The Engineer and the Contractor will verify JMF1 based on plant-produced mixture from the trial batch unless otherwise approved. The Engineer may accept an existing mixture design previously used on a Department project and may waive the trial batch to verify JMF1. The Department may require the Contractor to reimburse the Department for verification tests if more than 2 trial batches per design are required.
- 4.4.2.1. **Contractor's Responsibilities.**
- 4.4.2.1.1. **Providing Gyrotory Compactor.** Use a SGC calibrated in accordance with [Tex-241-F](#) to design the mixture in accordance with [Tex-204-F](#), Part IV, for molding production samples. Locate the SGC, if used, at the Engineer's field laboratory and make the SGC available to the Engineer for use in molding production samples. Furnish a TGC calibrated in accordance with [Tex-914-K](#) when shown on the plans to design the mixture in accordance with [Tex-204-F](#), Part I, for molding production samples.
- 4.4.2.1.2. **Gyrotory Compactor Correlation Factors.** Use [Tex-206-F](#), Part II, to perform a gyrotory compactor correlation when the Engineer uses a different gyrotory compactor. Apply the correlation factor to all subsequent production test results.
- 4.4.2.1.3. **Submitting JMF1.** Furnish a mix design report (JMF1) with representative samples of all component materials and request approval to produce the trial batch. Provide approximately 10,000 g of the design mixture if opting to have the Department perform the Hamburg Wheel test on the laboratory mixture, and request that the Department perform the test.

- 4.4.2.1.4. **Supplying Aggregates.** Provide approximately 40 lb. of each aggregate stockpile unless otherwise directed.
- 4.4.2.1.5. **Supplying Asphalt.** Provide at least 1 gal. of the asphalt material and enough quantities of any additives proposed for use.
- 4.4.2.1.6. **Ignition Oven Correction Factors.** Determine the aggregate and asphalt correction factors from the ignition oven in accordance with [Tex-236-F](#), Part II. Provide correction factors that are not more than 12 months old. Provide the Engineer with split samples of the mixtures before the trial batch production, including all additives (except water), and blank samples used to determine the correction factors for the ignition oven used for QA testing during production. Correction factors established from a previously approved mixture design may be used for the current mixture design if the mixture design and ignition oven are the same as previously used, unless otherwise directed.
- 4.4.2.1.7. **Boil Test.** Perform the test and retain the tested sample from [Tex-530-C](#) until completion of the project or as directed. Use this sample for comparison purposes during production. The Engineer may waive the requirement for the boil test.
- 4.4.2.1.8. **Trial Batch Production.** Provide a plant-produced trial batch upon receiving conditional approval of JMF1 and authorization to produce a trial batch, including the WMA additive or process if applicable, for verification testing of JMF1 and development of JMF2. Produce a trial batch mixture that meets the requirements in Table 4, Table 5, and Table 11. The Engineer may accept test results from recent production of the same mixture instead of a new trial batch.
- 4.4.2.1.9. **Trial Batch Production Equipment.** Use only equipment and materials proposed for use on the project to produce the trial batch.
- 4.4.2.1.10. **Trial Batch Quantity.** Produce enough quantity of the trial batch to ensure that the mixture meets the specification requirements.
- 4.4.2.1.11. **Number of Trial Batches.** Produce trial batches as necessary to obtain a mixture that meets the specification requirements.
- 4.4.2.1.12. **Trial Batch Sampling.** Obtain a representative sample of the trial batch and split it into 3 equal portions in accordance with [Tex-222-F](#). Label these portions as "Contractor," "Engineer," and "Referee." Deliver samples to the appropriate laboratory as directed.
- 4.4.2.1.13. **Trial Batch Testing.** Test the trial batch to ensure the mixture produced using the proposed JMF1 meets the mixture requirements in Table 11. Ensure the trial batch mixture is also in compliance with the Hamburg Wheel requirement in Table 10. Use a Department-approved laboratory to perform the Hamburg Wheel test on the trial batch mixture or request that the Department perform the Hamburg Wheel test. The Engineer will be allowed 10 working days to provide the Contractor with Hamburg Wheel test results on the trial batch. Provide the Engineer with a copy of the trial batch test results.
- 4.4.2.1.14. **Development of JMF2.** Evaluate the trial batch test results after the Engineer grants full approval of JMF1 based on results from the trial batch, determine the optimum mixture proportions, and submit as JMF2. Adjust the asphalt binder content or gradation to achieve the specified target laboratory-molded density. The asphalt binder content established for JMF2 is not required to be within any tolerance of the optimum asphalt binder content established for JMF1; however, mixture produced using JMF2 must meet the voids in mineral aggregates (VMA) requirements for production shown in Table 8. If the optimum asphalt binder content for JMF2 is more than 0.5% lower than the optimum asphalt binder content for JMF1, the Engineer may perform or require the Contractor to perform [Tex-226-F](#) on Lot 1 production to confirm the indirect tensile strength does not exceed 200 psi. Verify that JMF2 meets the mixture requirements in Table 5.
- 4.4.2.1.15. **Mixture Production.** Use JMF2 to produce Lot 1 as described in Section 3076.4.9.3.1.1., "Lot 1 Placement," after receiving approval for JMF2 and a passing result from the Department's or a Department-approved

laboratory's Hamburg Wheel test on the trial batch. If desired, proceed to Lot 1 production, once JMF2 is approved, at the Contractor's risk without receiving the results from the Department's Hamburg Wheel test on the trial batch.

Notify the Engineer if electing to proceed without Hamburg Wheel test results from the trial batch. Note that the Engineer may require up to the entire subplot of any mixture failing the Hamburg Wheel test to be removed and replaced at the Contractor's expense.

4.4.2.1.16. **Development of JMF3.** Evaluate the test results from Lot 1, determine the optimum mixture proportions, and submit as JMF3 for use in Lot 2.

4.4.2.1.17. **JMF Adjustments.** If JMF adjustments are necessary to achieve the specified requirements, make the adjustments before beginning a new lot. The adjusted JMF must:

- be provided to the Engineer in writing before the start of a new lot;
- be numbered in sequence to the previous JMF;
- meet the mixture requirements in Table 4 and Table 5;
- meet the master gradation limits shown in Table 8; and
- be within the operational tolerances of JMF2 listed in Table 11.

4.4.2.1.18. **Requesting Referee Testing.** Use referee testing, if needed, in accordance with Section 3076.4.9.1., "Referee Testing," to resolve testing differences with the Engineer.

**Table 11**  
**Operational Tolerances**

Description	Test Method	Allowable Difference Between Trial Batch and JMF1 Target	Allowable Difference from Current JMF Target	Allowable Difference between Contractor and Engineer <sup>1</sup>
Individual % retained for #8 sieve and larger	<a href="#">Tex-200-F</a> or <a href="#">Tex-236-F</a>	Must be Within Master Grading Limits in Table 8	±5.0 <sup>2,3</sup>	±5.0
Individual % retained for sieves smaller than #8 and larger than #200			±3.0 <sup>2,3</sup>	±3.0
% passing the #200 sieve			±2.0 <sup>2,3</sup>	±1.6
Asphalt binder content, %	<a href="#">Tex-236-F</a>	±0.5	±0.3 <sup>3</sup>	±0.3
Laboratory-molded density, %	<a href="#">Tex-207-F</a>	±1.0	±1.0	±1.0
In-place air voids, %		N/A	N/A	±1.0
Laboratory-molded bulk specific gravity		N/A	N/A	±0.020
VMA, %, min	<a href="#">Tex-204-F</a>	Note <sup>4</sup>	Note <sup>4</sup>	N/A
Theoretical maximum specific (Rice) gravity	<a href="#">Tex-227-F</a>	N/A	N/A	±0.020

1. Contractor may request referee testing only when values exceed these tolerances.
2. When within these tolerances, mixture production gradations may fall outside the master grading limits; however, the % passing the #200 will be considered out of tolerance when outside the master grading limits.
3. Only applies to mixture produced for Lot 1 and higher.
4. Test and verify that Table 8 requirements are met.

4.4.2.2. **Engineer's Responsibilities.**

4.4.2.2.1. **Gyratory Compactor.** For SGC mixtures designed in accordance with [Tex-204-F](#), Part IV, the Engineer will use a Department SGC, calibrated in accordance with [Tex-241-F](#), to mold samples for laboratory mixture design verification. For molding trial batch and production specimens, the Engineer will use the Contractor-provided SGC at the field laboratory or provide and use a Department SGC at an alternate location. The Engineer will make the Contractor-provided SGC in the Department field laboratory available to the Contractor for molding verification samples.

For TGC mixtures designed in accordance with [Tex-204-F](#), Part I, the Engineer will use a Department TGC, calibrated in accordance with [Tex-914-K](#), to mold samples for trial batch and production testing. The Engineer will make the Department TGC and the Department field laboratory available to the Contractor for molding verification samples, if requested by the Contractor.

4.4.2.2.2. **Conditional Approval of JMF1 and Authorizing Trial Batch.** The Engineer will review and verify conformance of the following information within 2 working days of receipt:

- the Contractor's mix design report (JMF1);
- the Contractor-provided Hamburg Wheel test results;
- all required materials including aggregates, asphalt, additives, and recycled materials; and
- the mixture specifications.

The Engineer will grant the Contractor conditional approval of JMF1 if the information provided on the paper copy of JMF1 indicates that the Contractor's mixture design meets the specifications. When the Contractor does not provide Hamburg Wheel test results with laboratory mixture design, 10 working days are allowed for conditional approval of JMF1. The Engineer will base full approval of JMF1 on the test results on mixture from the trial batch.

Unless waived, the Engineer will determine the Micro-Deval abrasion loss in accordance with Section 3076.2.1.1.2., "Micro-Deval Abrasion." If the Engineer's test results are pending after two working days, conditional approval of JMF1 will still be granted within two working days of receiving JMF1. When the Engineer's test results become available, they will be used for specification compliance.

After conditionally approving JMF1, including either Contractor- or Department-supplied Hamburg Wheel test results, the Contractor is authorized to produce a trial batch.

4.4.2.2.3. **Hamburg Wheel Testing of JMF1.** If the Contractor requests the option to have the Department perform the Hamburg Wheel test on the laboratory mixture, the Engineer will mold samples in accordance with [Tex-242-F](#) to verify compliance with the Hamburg Wheel test requirement in Table 10.

4.4.2.2.4. **Ignition Oven Correction Factors.** The Engineer will use the split samples provided by the Contractor to determine the aggregate and asphalt correction factors for the ignition oven used for QA testing during production in accordance with [Tex-236-F](#), Part II. Provide correction factors that are not more than 12 months old.

4.4.2.2.5. **Testing the Trial Batch.** Within 1 full working day, the Engineer will sample and test the trial batch to ensure that the mixture meets the requirements in Table 11. If the Contractor requests the option to have the Department perform the Hamburg Wheel test on the trial batch mixture, the Engineer will mold samples in accordance with [Tex-242-F](#) to verify compliance with the Hamburg Wheel test requirement in Table 10.

The Engineer will have the option to perform the following tests on the trial batch:

- [Tex-226-F](#), to verify that the indirect tensile strength meets the requirement shown in Table 9; and
- [Tex-530-C](#), to retain and use for comparison purposes during production.

4.4.2.2.6. **Full Approval of JMF1.** The Engineer will grant full approval of JMF1 and authorize the Contractor to proceed with developing JMF2 if the Engineer's results for the trial batch meet the requirements in Table 11. The Engineer will notify the Contractor that an additional trial batch is required if the trial batch does not meet these requirements.

4.4.2.2.7. **Approval of JMF2.** The Engineer will approve JMF2 within one working day if the mixture meets the requirements in Table 5 and the gradation meets the master grading limits shown in Table 8. The asphalt binder content established for JMF2 is not required to be within any tolerance of the optimum asphalt binder content established for JMF1; however, mixture produced using JMF2 must meet the VMA requirements shown in Table 8. If the optimum asphalt binder content for JMF2 is more than 0.5% lower than the optimum asphalt binder content for JMF1, the Engineer may perform or require the Contractor to perform [Tex-226-F](#) on Lot 1 production to confirm the indirect tensile strength does not exceed 200 psi.

4.4.2.2.8. **Approval of Lot 1 Production.** The Engineer will authorize the Contractor to proceed with Lot 1 production (using JMF2) as soon as a passing result is achieved from the Department's or a Department-approved laboratory's Hamburg Wheel test on the trial batch. The Contractor may proceed at its own risk with Lot 1 production without the results from the Hamburg Wheel test on the trial batch.

If the Department's or Department-approved laboratory's sample from the trial batch fails the Hamburg Wheel test, the Engineer will suspend production until further Hamburg Wheel tests meet the specified values. The Engineer may require up to the entire subplot of any mixture failing the Hamburg Wheel test be removed and replaced at the Contractor's expense.

4.4.2.2.9. **Approval of JMF3 and Subsequent JMF Changes.** JMF3 and subsequent JMF changes are approved if they meet the mixture requirements shown in Table 4, Table 5, and the master grading limits shown in Table 8, and are within the operational tolerances of JMF2 shown in Table 11.

4.5. **Production Operations.** Perform a new trial batch when the plant or plant location is changed. Take corrective action and receive approval to proceed after any production suspension for noncompliance to the specification. Submit a new mix design and perform a new trial batch when the asphalt binder content of:

- any RAP stockpile used in the mix is more than 0.5% higher than the value shown on the mixture design report; or
- RAS stockpile used in the mix is more than 2.0% higher than the value shown on the mixture design report.

4.5.1. **Storage and Heating of Materials.** Do not heat the asphalt binder above the temperatures specified in Item 300, "Asphalts, Oils, and Emulsions," or outside the manufacturer's recommended values. Provide the Engineer with daily records of asphalt binder and hot-mix asphalt discharge temperatures (in legible and discernible increments) in accordance with Item 320, "Equipment for Asphalt Concrete Pavement," unless otherwise directed. Do not store mixture for a period long enough to affect the quality of the mixture, nor in any case longer than 12 hr. unless otherwise approved.

4.5.2. **Mixing and Discharge of Materials.** Notify the Engineer of the target discharge temperature and produce the mixture within 25°F of the target. Monitor the temperature of the material in the truck before shipping to ensure that it does not exceed the maximum production temperatures listed in Table 12 (or 275°F for WMA). The Department will not pay for or allow placement of any mixture produced above the maximum production temperatures listed in Table 12.

**Table 12**  
**Maximum Production Temperature**

High-Temperature Binder Grade <sup>1</sup>	Maximum Production Temperature
PG 64	325°F
PG 70	335°F
PG 76	345°F

1. The high-temperature binder grade refers to the high-temperature grade of the virgin asphalt binder used to produce the mixture.

Produce WMA within the target discharge temperature range of 215°F and 275°F when WMA is required. Take corrective action any time the discharge temperature of the WMA exceeds the target discharge range. The Engineer may suspend production operations if the Contractor's corrective action is not successful at controlling the production temperature within the target discharge range. Note that when WMA is produced, it may be necessary to adjust burners to ensure complete combustion such that no burner fuel residue remains in the mixture.

Control the mixing time and temperature so that substantially all moisture is removed from the mixture before discharging from the plant. Determine the moisture content, if requested, by oven-drying in accordance with

[Tex-212-F](#), Part II, and verify that the mixture contains no more than 0.2% of moisture by weight. Obtain the sample immediately after discharging the mixture into the truck, and perform the test promptly.

- 4.6. **Hauling Operations.** Clean all truck beds before use to ensure that mixture is not contaminated. Use a release agent shown on the Department's MPL to coat the inside bed of the truck when necessary.

Use equipment for hauling as defined in Section 3076.4.7.3.3., "Hauling Equipment." Use other hauling equipment only when allowed.

- 4.7. **Placement Operations.** Collect haul tickets from each load of mixture delivered to the project and provide the Department's copy to the Engineer approximately every hour, or as directed. Use a hand-held thermal camera or infrared thermometer, when a thermal imaging system is not used, to measure and record the internal temperature of the mixture as discharged from the truck or Material Transfer Device (MTD) before or as the mix enters the paver and an approximate station number or GPS coordinates on each ticket. Calculate the daily yield and cumulative yield for the specified lift and provide to the Engineer at the end of paving operations for each day unless otherwise directed. The Engineer may suspend production if the Contractor fails to produce and provide haul tickets and yield calculations by the end of paving operations for each day.

Prepare the surface by removing raised pavement markers and objectionable material such as moisture, dirt, sand, leaves, and other loose impediments from the surface before placing mixture. Remove vegetation from pavement edges. Place the mixture to meet the typical section requirements and produce a smooth, finished surface with a uniform appearance and texture. Offset longitudinal joints of successive courses of hot-mix by at least 6 in. Place mixture so that longitudinal joints on the surface course coincide with lane lines and are not placed in the wheel path, or as directed. Ensure that all finished surfaces will drain properly. Place the mixture at the rate or thickness shown on the plans. The Engineer will use the guidelines in Table 13 to determine the compacted lift thickness of each layer when multiple lifts are required. The thickness determined is based on the rate of 110 lb./sq. yd. for each inch of pavement unless otherwise shown on the plans.

**Table 13**  
**Compacted Lift Thickness and Required Core Height**

Mixture Type	Compacted Lift Thickness Guidelines		Minimum Untrimmed Core Height (in.) Eligible for Testing
	Minimum (in.)	Maximum (in.)	
B	2.50	5.00	1.75
C	2.00	4.00	1.50
D	1.50	3.00	1.25
F	1.25	2.50	1.25

- 4.7.1. **Weather Conditions.**

- 4.7.1.1. **When Using a Thermal Imaging System.** Place mixture when the roadway surface is dry and the roadway surface temperature is at or above the temperatures listed in Table 14A. The Engineer may restrict the Contractor from paving surface mixtures if the ambient temperature is likely to drop below 32°F within 12 hr. of paving. Place mixtures only when weather conditions and moisture conditions of the roadway surface are suitable as determined by the Engineer. Provide output data from the thermal imaging system to demonstrate to the Engineer that no recurring severe thermal segregation exists in accordance with Section 3076.4.7.3.1.2., "Thermal Imaging System."

**Table 14A**  
**Minimum Pavement Surface Temperatures**

High-Temperature Binder Grade <sup>1</sup>	Minimum Pavement Surface Temperatures (°F)	
	Subsurface Layers or Night Paving Operations	Surface Layers Placed in Daylight Operations
PG 64	35	40
PG 70	45 <sup>2</sup>	50 <sup>2</sup>
PG 76	45 <sup>2</sup>	50 <sup>2</sup>

1. The high-temperature binder grade refers to the high-temperature grade of the virgin asphalt binder used to produce the mixture.
2. Contractors may pave at temperatures 10°F lower than these values when a chemical WMA additive is used as a compaction aid in the mixture or when using WMA.

## 4.7.1.2.

**When Not Using a Thermal Imaging System.** When using a thermal camera instead of the thermal imaging system, place mixture when the roadway surface temperature is at or above the temperatures listed in Table 14B unless otherwise approved or as shown on the plans. Measure the roadway surface temperature with a hand-held thermal camera or infrared thermometer. The Engineer may allow mixture placement to begin before the roadway surface reaches the required temperature if conditions are such that the roadway surface will reach the required temperature within 2 hr. of beginning placement operations. Place mixtures only when weather conditions and moisture conditions of the roadway surface are suitable as determined by the Engineer. The Engineer may restrict the Contractor from paving if the ambient temperature is likely to drop below 32°F within 12 hr. of paving.

**Table 14B**  
**Minimum Pavement Surface Temperatures**

High-Temperature Binder Grade <sup>1</sup>	Minimum Pavement Surface Temperatures (°F)	
	Subsurface Layers or Night Paving Operations	Surface Layers Placed in Daylight Operations
PG 64	45	50
PG 70	55 <sup>2</sup>	60 <sup>2</sup>
PG 76	60 <sup>2</sup>	60 <sup>2</sup>

1. The high-temperature binder grade refers to the high-temperature grade of the virgin asphalt binder used to produce the mixture.
2. Contractors may pave at temperatures 10°F lower than these values when a chemical WMA additive is used as a compaction aid in the mixture, when using WMA, or utilizing a paving process with equipment that eliminates thermal segregation. In such cases, for each sublot and in the presence of the Engineer, use a hand-held thermal camera operated in accordance with [Tex-244-F](#) to demonstrate to the satisfaction of the Engineer that the uncompacted mat has no more than 10°F of thermal segregation.

## 4.7.2.

**Tack Coat.**

## 4.7.2.1.

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

## 4.7.2.2.

**Sampling.** The Engineer will obtain at least one sample of the tack coat binder per project in accordance with [Tex-500-C](#), Part III, and test it to verify compliance with Item 300, "Asphalts, Oils, and Emulsions." The Engineer will notify the Contractor when the sampling will occur and will witness the collection of the sample from the asphalt distributor immediately before use.

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

- 4.7.3. **Lay-Down Operations.** Use the placement temperatures in Table 15 to establish the minimum placement temperature of the mixture delivered to the paver.

**Table 15**  
**Minimum Mixture Placement Temperature**

High-Temperature Binder Grade <sup>1</sup>	Minimum Placement Temperature (Before Entering Paver) <sup>2,3</sup>
PG 64	260°F
PG 70	270°F
PG 76	280°F

1. The high-temperature binder grade refers to the high-temperature grade of the virgin asphalt binder used to produce the mixture.
2. Minimum placement temperatures may be reduced 10°F if using a chemical WMA additive as a compaction aid.
3. When using WMA, the minimum placement temperature is 215°F.

- 4.7.3.1. **Thermal Profile.** Use a hand-held thermal camera or a thermal imaging system to obtain a continuous thermal profile in accordance with [Tex-244-F](#). Thermal profiles are not applicable in areas described in Section 3076.4.9.3.1.4., “Miscellaneous Areas.”
- 4.7.3.1.1. **Thermal Segregation.**
- 4.7.3.1.1.1. **Moderate.** Any areas that have a temperature differential greater than 25°F, but not exceeding 50°F, are deemed as moderate thermal segregation.
- 4.7.3.1.1.2. **Severe.** Any areas that have a temperature differential greater than 50°F are deemed as severe thermal segregation.
- 4.7.3.1.2. **Thermal Imaging System.** Review the output results when a thermal imaging system is used, and provide the automated report described in [Tex-244-F](#) to the Engineer daily unless otherwise directed. Modify the paving process as necessary to eliminate any recurring (moderate or severe) thermal segregation identified by the thermal imaging system. The Engineer may suspend paving operations if the Contractor cannot successfully modify the paving process to eliminate recurring severe thermal segregation. Density profiles are not required and not applicable when using a thermal imaging system. Provide the Engineer with electronic copies of all daily data files that can be used with the thermal imaging system software to generate temperature profile plots daily or upon completion of the project or as requested by the Engineer.
- 4.7.3.1.3. **Thermal Camera.** When using a thermal camera instead of the thermal imaging system, take immediate corrective action to eliminate recurring moderate thermal segregation when a hand-held thermal camera is used. Evaluate areas with moderate thermal segregation by performing density profiles in accordance with Section 3076.4.9.3.3.2., “Segregation (Density Profile).” Provide the Engineer with the thermal profile of every subplot within one working day of the completion of each lot. When requested by the Engineer, provide the thermal images generated using the thermal camera. Report the results of each thermal profile in accordance with Section 3076.4.2., “Reporting and Responsibilities.” The Engineer will use a hand-held thermal camera to obtain a thermal profile at least once per project. No production or placement payment adjustments greater than 1.000 will be paid for any subplot that contains severe thermal segregation. Suspend operations and take immediate corrective action to eliminate severe thermal segregation unless otherwise directed. Resume operations when the Engineer determines that subsequent production will meet the requirements of this Section. Evaluate areas with severe thermal segregation by performing density profiles in accordance with Section 3076.4.9.3.3.2., “Segregation (Density Profile).” Remove and replace the material in any areas that have both severe thermal segregation and a failing result for Segregation (Density Profile) unless otherwise directed. The subplot in question may receive a production and placement payment adjustment greater than 1.000, if applicable, when the defective material is successfully removed and replaced.
- 4.7.3.2. **Windrow Operations.** Operate windrow pickup equipment so that when hot-mix is placed in windrows, substantially all the mixture deposited on the roadbed is picked up and loaded into the paver.



4.7.3.3. **Hauling Equipment.** Use belly dumps, live bottom, or end dump trucks to haul and transfer mixture; however, with exception of paving miscellaneous areas, end dump trucks are only allowed when used in conjunction with an MTD with remixing capability or when a thermal imaging system is used unless otherwise allowed.

4.7.3.4. **Screed Heaters.** Turn off screed heaters to prevent overheating of the mat if the paver stops for more than 5 min. The Engineer may evaluate the suspect area in accordance with Section 3076.4.9.3.3.4., "Recovered Asphalt Dynamic Shear Rheometer (DSR)," if the screed heater remains on for more than 5 min. while the paver is stopped.

4.8. **Compaction.** Compact the pavement uniformly to contain between 3.8% and 8.5% in-place air voids. Take immediate corrective action to bring the operation within 3.8% and 8.5% when the in-place air voids exceed the range of these tolerances. The Engineer will allow paving to resume when the proposed corrective action is likely to yield between 3.8% and 8.5% in-place air voids.

Obtain cores in areas placed under Exempt Production, as directed, at locations determined by the Engineer. The Engineer may test these cores and suspend operations or require removal and replacement if the in-place air voids are less than 2.7% or more than 9.9%. Areas defined in Section 3076.4.9.3.1.4., "Miscellaneous Areas," are not subject to in-place air void determination.

Furnish the type, size, and number of rollers required for compaction as approved. Use additional rollers as required to remove any roller marks. Use only water or an approved release agent on rollers, tamps, and other compaction equipment unless otherwise directed.

Use the control strip method shown in [Tex-207-F](#), Part IV, on the first day of production to establish the rolling pattern that will produce the desired in-place air voids unless otherwise directed.

Use tamps to thoroughly compact the edges of the pavement along curbs, headers, and similar structures and in locations that will not allow thorough compaction with rollers. The Engineer may require rolling with a trench roller on widened areas, in trenches, and in other limited areas.

Complete all compaction operations before the pavement temperature drops below 160°F unless otherwise allowed. The Engineer may allow compaction with a light finish roller operated in static mode for pavement temperatures below 160°F.

Allow the compacted pavement to cool to 160°F or lower before opening to traffic unless otherwise directed. Sprinkle the finished mat with water or limewater, when directed, to expedite opening the roadway to traffic.

4.9. **Acceptance Plan.** Payment adjustments for the material will be in accordance with Article 3076.6., "Payment."

Sample and test the hot-mix on a lot and subplot basis. Suspend production until test results or other information indicates to the satisfaction of the Engineer that the next material produced or placed will result in payment factors of at least 1.000, if the production payment factor given in Section 3076.6.1., "Production Payment Adjustment Factors," for two consecutive lots or the placement pay factor given in Section 3076.6.2., "Placement Payment Adjustment Factors," for two consecutive lots is below 1.000.

4.9.1. **Referee Testing.** The Materials and Tests Division is the referee laboratory. The Contractor may request referee testing if a "remove and replace" condition is determined based on the Engineer's test results, or if the differences between Contractor and Engineer test results exceed the maximum allowable difference shown in Table 11 and the differences cannot be resolved. The Contractor may also request referee testing if the Engineer's test results require suspension of production and the Contractor's test results are within specification limits. Make the request within five working days after receiving test results and cores from the Engineer. Referee tests will be performed only on the subplot in question and only for the particular tests in question. Allow 10 working days from the time the referee laboratory receives the samples for test results to

be reported. The Department may require the Contractor to reimburse the Department for referee tests if more than three referee tests per project are required and the Engineer's test results are closer to the referee test results than the Contractor's test results.

The Materials and Tests Division will determine the laboratory-molded density based on the molded specific gravity and the maximum theoretical specific gravity of the referee sample. The in-place air voids will be determined based on the bulk specific gravity of the cores, as determined by the referee laboratory and the Engineer's average maximum theoretical specific gravity for the lot. With the exception of "remove and replace" conditions, referee test results are final and will establish payment adjustment factors for the subplot in question. The Contractor may decline referee testing and accept the Engineer's test results when the placement payment adjustment factor for any subplot results in a "remove and replace" condition. Placement sublots subject to be removed and replaced will be further evaluated in accordance with Section 3076.6.2.2., "Placement Sublots Subject to Removal and Replacement."

#### 4.9.2. **Production Acceptance.**

4.9.2.1. **Production Lot.** A production lot consists of four equal sublots. The default quantity for Lot 1 is 1,000 tons; however, when requested by the Contractor, the Engineer may increase the quantity for Lot 1 to no more than 4,000 tons. The Engineer will select subsequent lot sizes based on the anticipated daily production such that approximately three to four sublots are produced each day. The lot size will be between 1,000 tons and 4,000 tons. The Engineer may change the lot size before the Contractor begins any lot.

If the optimum asphalt binder content for JMF2 is more than 0.5% lower than the optimum asphalt binder content for JMF1, the Engineer may perform or require the Contractor to perform [Tex-226-F](#) on Lot 1 to confirm the indirect tensile strength does not exceed 200 psi. Take corrective action to bring the mixture within specification compliance if the indirect tensile strength exceeds 200 psi unless otherwise directed.

4.9.2.1.1. **Incomplete Production Lots.** If a lot is begun but cannot be completed, such as on the last day of production or in other circumstances deemed appropriate, the Engineer may close the lot. Adjust the payment for the incomplete lot in accordance with Section 3076.6.1., "Production Payment Adjustment Factors." Close all lots within five working days unless otherwise allowed.

#### 4.9.2.2. **Production Sampling.**

4.9.2.2.1. **Mixture Sampling.** Obtain hot-mix samples from trucks at the plant in accordance with [Tex-222-F](#). The sampler will split each sample into three equal portions in accordance with [Tex-200-F](#) and label these portions as "Contractor," "Engineer," and "Referee." The Engineer will perform or witness the sample splitting and take immediate possession of the samples labeled "Engineer" and "Referee." The Engineer will maintain the custody of the samples labeled "Engineer" and "Referee" until the Department's testing is completed.

4.9.2.2.1.1. **Random Sample.** At the beginning of the project, the Engineer will select random numbers for all production sublots. Determine sample locations in accordance with [Tex-225-F](#). Take one sample for each subplot at the randomly selected location. The Engineer will perform or witness the sampling of production sublots.

4.9.2.2.1.2. **Blind Sample.** For one subplot per lot, the Engineer will obtain and test a "blind" sample instead of the random sample collected by the Contractor. Test either the "blind" or the random sample; however, referee testing (if applicable) will be based on a comparison of results from the "blind" sample. The location of the Engineer's "blind" sample will not be disclosed to the Contractor. The Engineer's "blind" sample may be randomly selected in accordance with [Tex-225-F](#) for any subplot or selected at the discretion of the Engineer. The Engineer will use the Contractor's split sample for sublots not sampled by the Engineer.

4.9.2.2.2. **Informational Shear Bond Strength Testing.** Select one random subplot from Lot 2 or higher for shear bond strength testing. Obtain full depth cores in accordance with [Tex-249-F](#). Label the cores with the Control Section Job (CSJ), producer of the tack coat, mix type, shot rate, lot, and subplot number and provide to the

Engineer. The Engineer will ship the cores to the Materials and Tests Division or district laboratory for shear bond strength testing. Results from these tests will not be used for specification compliance.

- 4.9.2.2.3. **Asphalt Binder Sampling.** Obtain a 1-qt. sample of the asphalt binder witnessed by the Engineer for each lot of mixture produced. The Contractor will notify the Engineer when the sampling will occur. Obtain the sample at approximately the same time the mixture random sample is obtained. Sample from a port located immediately upstream from the mixing drum or pug mill and upstream from the introduction of any additives in accordance with [Tex-500-C](#), Part II. Label the can with the corresponding lot and subplot numbers, producer, producer facility location, grade, district, date sampled, and project information including highway and CSJ. The Engineer will retain these samples for one year. The Engineer may also obtain independent samples. If obtaining an independent asphalt binder sample and upon request of the Contractor, the Engineer will split a sample of the asphalt binder with the Contractor.

At least once per project, the Engineer will collect split samples of each binder grade and source used. The Engineer will submit one split sample to MTD to verify compliance with Item 300, "Asphalts, Oils, and Emulsions" and will retain the other split sample for one year.

- 4.9.2.3. **Production Testing.** The Contractor and Engineer must perform production tests in accordance with Table 16. The Contractor has the option to verify the Engineer's test results on split samples provided by the Engineer. Determine compliance with operational tolerances listed in Table 11 for all sublots.

Take immediate corrective action if the Engineer's laboratory-molded density on any subplot is less than 95.0% or greater than 97.0% to bring the mixture within these tolerances. The Engineer may suspend operations if the Contractor's corrective actions do not produce acceptable results. The Engineer will allow production to resume when the proposed corrective action is likely to yield acceptable results.

The Engineer may allow alternate methods for determining the asphalt binder content and aggregate gradation if the aggregate mineralogy is such that [Tex-236-F](#), Part I does not yield reliable results. Provide evidence that results from [Tex-236-F](#), Part I are not reliable before requesting permission to use an alternate method unless otherwise directed. Use the applicable test procedure as directed if an alternate test method is allowed.

**Table 16**  
**Production and Placement Testing Frequency**

Description	Test Method	Minimum Contractor Testing Frequency	Minimum Engineer Testing Frequency
Individual % retained for #8 sieve and larger	<a href="#">Tex-200-F</a> or <a href="#">Tex-236-F</a>	1 per subplot	1 per 12 sublots <sup>1</sup>
Individual % retained for sieves smaller than #8 and larger than #200			
% passing the #200 sieve			
Laboratory-molded density	<a href="#">Tex-207-F</a>	N/A	1 per subplot <sup>1</sup>
Laboratory-molded bulk specific gravity			
In-place air voids			
VMA	<a href="#">Tex-204-F</a>	1 per subplot	1 per project
Segregation (density profile) <sup>2</sup>	<a href="#">Tex-207-F</a> , Part V		
Longitudinal joint density	<a href="#">Tex-207-F</a> , Part VII	When directed	1 per subplot <sup>1</sup>
Moisture content	<a href="#">Tex-212-F</a> , Part II	N/A	
Theoretical maximum specific (Rice) gravity	<a href="#">Tex-227-F</a>	1 per subplot	1 per lot <sup>1</sup>
Asphalt binder content	<a href="#">Tex-236-F</a>	N/A	1 per project
Hamburg Wheel test	<a href="#">Tex-242-F</a>	N/A	
Recycled Asphalt Shingles (RAS) <sup>3</sup>	<a href="#">Tex-217-F</a> , Part III	1 per subplot	
Thermal profile <sup>2</sup>	<a href="#">Tex-244-F</a>	1 per lot (sample only) <sup>4</sup>	
Asphalt binder sampling and testing	<a href="#">Tex-500-C</a> , Part II	N/A	
Tack coat sampling and testing	<a href="#">Tex-500-C</a> , Part III	1 per lot	
Boil test <sup>5</sup>	<a href="#">Tex-530-C</a>	1 per project (sample only)	
Shear Bond Strength Test <sup>6</sup>	<a href="#">Tex-249-F</a>		

1. For production defined in Section 3076.4.9.4., "Exempt Production," the Engineer will test one per day if 100 tons or more are produced. For Exempt Production, no testing is required when less than 100 tons are produced.
2. Not required when a thermal imaging system is used.
3. Testing performed by the Materials and Tests Division or designated laboratory.
4. Obtain witnessed by the Engineer. The Engineer will retain these samples for one year.
5. The Engineer may reduce or waive the sampling and testing requirements based on a satisfactory test history.
6. Testing performed by the Materials and Tests Division or District for informational purposes only.

4.9.2.4. **Operational Tolerances.** Control the production process within the operational tolerances listed in Table 11. When production is suspended, the Engineer will allow production to resume when test results or other information indicates the next mixture produced will be within the operational tolerances.

4.9.2.4.1. **Gradation.** Suspend operation and take corrective action if any aggregate is retained on the maximum sieve size shown in Table 8. A subplot is defined as out of tolerance if either the Engineer's or the Contractor's test results are out of operational tolerance. Suspend production when test results for gradation exceed the operational tolerances in Table 11 for three consecutive sublots on the same sieve or four consecutive sublots on any sieve unless otherwise directed. The consecutive sublots may be from more than one lot.

4.9.2.4.2. **Asphalt Binder Content.** A subplot is defined as out of operational tolerance if either the Engineer's or the Contractor's test results exceed the values listed in Table 11. No production or placement payment adjustments greater than 1.000 will be paid for any subplot that is out of operational tolerance for asphalt binder content. Suspend production and shipment of the mixture if the Engineer's or the Contractor's asphalt binder content deviates from the current JMF by more than 0.5% for any subplot.

4.9.2.4.3. **Voids in Mineral Aggregates (VMA).** The Engineer will determine the VMA for every subplot. For sublots when the Engineer does not determine asphalt binder content, the Engineer will use the asphalt binder content results from QC testing performed by the Contractor to determine VMA.

Take immediate corrective action if the VMA value for any subplot is less than the minimum VMA requirement for production listed in Table 8. Suspend production and shipment of the mixture if the Engineer's VMA results on two consecutive sublots are below the minimum VMA requirement for production listed in Table 8. No production or placement payment adjustments greater than 1.000 will be paid for any subplot that does not

meet the minimum VMA requirement for production listed in Table 8 based on the Engineer's VMA determination.

Suspend production and shipment of the mixture if the Engineer's VMA result is more than 0.5% below the minimum VMA requirement for production listed in Table 8. In addition to suspending production, the Engineer may require removal and replacement or may allow the subplot to be left in place without payment.

- 4.9.2.4.4. **Hamburg Wheel Test.** The Engineer may perform a Hamburg Wheel test at any time during production, including when the boil test indicates a change in quality from the materials submitted for JMF1. In addition to testing production samples, the Engineer may obtain cores and perform Hamburg Wheel tests on any areas of the roadway where rutting is observed. Suspend production until further Hamburg Wheel tests meet the specified values when the production or core samples fail the Hamburg Wheel test criteria in Table 10. Core samples, if taken, will be obtained from the center of the finished mat or other areas excluding the vehicle wheel paths. The Engineer may require up to the entire subplot of any mixture failing the Hamburg Wheel test to be removed and replaced at the Contractor's expense.

If the Department's or Department approved laboratory's Hamburg Wheel test results in a "remove and replace" condition, the Contractor may request that the Department confirm the results by re-testing the failing material. The Materials and Tests Division will perform the Hamburg Wheel tests and determine the final disposition of the material in question based on the Department's test results.

- 4.9.2.5. **Individual Loads of Hot-Mix.** The Engineer can reject individual truckloads of hot-mix. When a load of hot-mix is rejected for reasons other than temperature, contamination, or excessive uncoated particles, the Contractor may request that the rejected load be tested. Make this request within 4 hr. of rejection. The Engineer will sample and test the mixture. If test results are within the operational tolerances shown in Table 11, payment will be made for the load. If test results are not within operational tolerances, no payment will be made for the load.

4.9.3. **Placement Acceptance.**

- 4.9.3.1. **Placement Lot.** A placement lot consists of four placement sublots. A placement subplot consists of the area placed during a production subplot.

- 4.9.3.1.1. **Lot 1 Placement.** Placement payment adjustments greater than 1.000 for Lot 1 will be in accordance with Section 3076.6.2., "Placement Payment Adjustment Factors"; however, no placement adjustment less than 1.000 will be assessed for any subplot placed in Lot 1 when the in-place air voids are greater than or equal to 2.7% and less than or equal to 9.9%. Remove and replace any subplot with in-place air voids less than 2.7% or greater than 9.9%.

- 4.9.3.1.2. **Incomplete Placement Lots.** An incomplete placement lot consists of the area placed as described in Section 3076.4.9.2.1.1., "Incomplete Production Lots," excluding areas defined in Section 3076.4.9.3.1.4., "Miscellaneous Areas." Placement sampling is required if the random sample plan for production resulted in a sample being obtained from an incomplete production subplot.

- 4.9.3.1.3. **Shoulders, Ramps, Etc.** Shoulders, ramps, intersections, acceleration lanes, deceleration lanes, and turn lanes are subject to in-place air void determination and payment adjustments unless designated on the plans as not eligible for in-place air void determination. Intersections may be considered miscellaneous areas when determined by the Engineer.

- 4.9.3.1.4. **Miscellaneous Areas.** Miscellaneous areas include areas that typically involve significant handwork or discontinuous paving operations, such as temporary detours, driveways, mailbox turnouts, crossovers, gores, spot level-up areas, and other similar areas. Temporary detours are subject to in-place air void determination when shown on the plans. Miscellaneous areas also include level-ups and thin overlays when the layer thickness specified on the plans is less than the minimum untrimmed core height eligible for testing shown in Table 13. The specified layer thickness is based on the rate of 110 lb./sq. yd. for each inch of

pavement unless another rate is shown on the plans. When “level up” is listed as part of the item bid description code, a payment adjustment factor of 1.000 will be assigned for all placement sublots as described in Article 3076.6, “Payment.” Miscellaneous areas are not eligible for random placement sampling locations. Compact miscellaneous areas in accordance with Section 3076.4.8., “Compaction.” Miscellaneous areas are not subject to in-place air void determination, thermal profiles testing, segregation (density profiles), or longitudinal joint density evaluations.

#### 4.9.3.2.

**Placement Sampling.** The Engineer will select random numbers for all placement sublots at the beginning of the project. The Engineer will provide the Contractor with the placement random numbers immediately after the subplot is completed. Mark the roadway location at the completion of each subplot and record the station number. Determine one random sample location for each placement subplot in accordance with [Tex-225-F](#). Adjust the random sample location by no more than necessary to achieve a 2-ft. clearance if the location is within 2 ft. of a joint or pavement edge.

Shoulders, ramps, intersections, acceleration lanes, deceleration lanes, and turn lanes are always eligible for selection as a random sample location; however, if a random sample location falls on one of these areas and the area is designated on the plans as not subject to in-place air void determination, cores will not be taken for the subplot and a 1.000 pay factor will be assigned to that subplot.

Provide the equipment and means to obtain and trim roadway cores on site. On-site is defined as in close proximity to where the cores are taken. Obtain the cores within one working day of the time the placement subplot is completed unless otherwise approved. Obtain two 6-in. diameter cores side-by-side from within 1 ft. of the random location provided for the placement subplot. For Type D and Type F mixtures, 4-in. diameter cores are allowed. Mark the cores for identification, measure and record the untrimmed core height, and provide the information to the Engineer. The Engineer will witness the coring operation and measurement of the core thickness. Visually inspect each core and verify that the current paving layer is bonded to the underlying layer. Take corrective action if an adequate bond does not exist between the current and underlying layer to ensure that an adequate bond will be achieved during subsequent placement operations.

Trim the cores immediately after obtaining the cores from the roadway in accordance with [Tex-251-F](#) if the core heights meet the minimum untrimmed value listed in Table 13. Trim the cores on site in the presence of the Engineer. Use a permanent marker or paint pen to record the lot and subplot numbers on each core as well as the designation as Core A or B. The Engineer may require additional information to be marked on the core and may choose to sign or initial the core. The Engineer will take custody of the cores immediately after witnessing the trimming of the cores and will retain custody of the cores until the Department’s testing is completed. Before turning the trimmed cores over to the Engineer, the Contractor may wrap the trimmed cores or secure them in a manner that will reduce the risk of possible damage occurring during transport by the Engineer. After testing, the Engineer will return the cores to the Contractor.

The Engineer may have the cores transported back to the Department’s laboratory at the HMA plant via the Contractor’s haul truck or other designated vehicle. In such cases where the cores will be out of the Engineer’s possession during transport, the Engineer will use Department-provided security bags and the Roadway Core Custody protocol located at <http://www.txdot.gov/business/specifications.htm> to provide a secure means and process that protects the integrity of the cores during transport.

Decide whether to include the pair of cores in the air void determination for that subplot if the core height before trimming is less than the minimum untrimmed value shown in Table 13. Trim the cores as described above before delivering to the Engineer if electing to have the cores included in the air void determination. Deliver untrimmed cores to the Engineer and inform the Engineer of the decision to not have the cores included in air void determination if electing to not have the cores included in air void determination. The placement pay factor for the subplot will be 1.000 if cores will not be included in air void determination.

Instead of the Contractor trimming the cores on site immediately after coring, the Engineer and the Contractor may mutually agree to have the trimming operations performed at an alternate location such as a field laboratory or other similar location. In such cases, the Engineer will take possession of the cores

immediately after they are obtained from the roadway and will retain custody of the cores until testing is completed. Either the Department or Contractor representative may perform trimming of the cores. The Engineer will witness all trimming operations in cases where the Contractor representative performs the trimming operation.

Dry the core holes and tack the sides and bottom immediately after obtaining the cores. Fill the hole with the same type of mixture and properly compact the mixture. Repair core holes with other methods when approved.

4.9.3.3. **Placement Testing.** Perform placement tests in accordance with Table 16. After the Engineer returns the cores, the Contractor may test the cores to verify the Engineer's test results for in-place air voids. The allowable differences between the Contractor's and Engineer's test results are listed in Table 11.

4.9.3.3.1. **In-Place Air Voids.** The Engineer will measure in-place air voids in accordance with [Tex-207-F](#) and [Tex-227-F](#). Before drying to a constant weight, cores may be pre-dried using a CoreDry or similar vacuum device to remove excess moisture. The Engineer will average the values obtained for all sublots in the production lot to determine the theoretical maximum specific gravity. The Engineer will use the average air void content for in-place air voids.

The Engineer will use the vacuum method to seal the core if required by [Tex-207-F](#). The Engineer will use the test results from the unsealed core to determine the placement payment adjustment factor if the sealed core yields a higher specific gravity than the unsealed core. After determining the in-place air void content, the Engineer will return the cores and provide test results to the Contractor.

4.9.3.3.2. **Segregation (Density Profile).** Test for segregation using density profiles in accordance with [Tex-207-F](#), Part V when using a thermal camera instead of the thermal imaging system. Density profiles are not required and are not applicable when using a thermal imaging system. Density profiles are not applicable in areas described in Section 3076.4.9.3.1.4., "Miscellaneous Areas."

Perform a minimum of one density profile per subplot. Perform additional density profiles when any of the following conditions occur, unless otherwise approved:

- the paver stops due to lack of material being delivered to the paving operations and the temperature of the uncompacted mat before the initial break down rolling is less than the temperatures shown in Table 17;
- areas that are identified by either the Contractor or the Engineer with thermal segregation,;
- any visibly segregated areas that exist.

**Table 17**  
**Minimum Uncompacted Mat Temperature Requiring a Segregation Profile**

High-Temperature Binder Grade <sup>1</sup>	Minimum Temperature of the Uncompacted Mat Allowed Before Initial Break Down Rolling <sup>2,3,4</sup>
PG 64	<250°F
PG 70	<260°F
PG 76	<270°F

1. The high-temperature binder grade refers to the high-temperature grade of the virgin asphalt binder used to produce the mixture.
2. Segregation profiles are required in areas with moderate and severe thermal segregation as described in Section 3076.4.7.3.1.3.
3. Minimum uncompacted mat temperature requiring a segregation profile may be reduced 10°F if using a chemical WMA additive as a compaction aid.
4. When using WMA, the minimum uncompacted mat temperature requiring a segregation profile is 215°F.

Provide the Engineer with the density profile of every subplot in the lot within one working day of the completion of each lot. Report the results of each density profile in accordance with Section 3076.4.2., "Reporting and Responsibilities."

The density profile is considered failing if it exceeds the tolerances in Table 18. No production or placement payment adjustments greater than 1.000 will be paid for any subplot that contains a failing density profile. When a hand-held thermal camera is used instead of a thermal imaging system, the Engineer will measure the density profile at least once per project. The Engineer's density profile results will be used when available. The Engineer may require the Contractor to remove and replace the area in question if the area fails the density profile and has surface irregularities as defined in Section 3076.4.9.3.3.5., "Irregularities." The subplot in question may receive a production and placement payment adjustment greater than 1.000, if applicable, when the defective material is successfully removed and replaced.

Investigate density profile failures and take corrective actions during production and placement to eliminate the segregation. Suspend production if 2 consecutive density profiles fail unless otherwise approved. Resume production after the Engineer approves changes to production or placement methods.

**Table 18**  
**Segregation (Density Profile) Acceptance Criteria**

Mixture Type	Maximum Allowable Density Range (Highest to Lowest)	Maximum Allowable Density Range (Average to Lowest)
Type B	8.0 pcf	5.0 pcf
Type C, Type D & Type F	6.0 pcf	3.0 pcf

#### 4.9.3.3.3. Longitudinal Joint Density.

4.9.3.3.3.1. **Informational Tests.** Perform joint density evaluations while establishing the rolling pattern and verify that the joint density is no more than 3.0 pcf below the density taken at or near the center of the mat. Adjust the rolling pattern, if needed, to achieve the desired joint density. Perform additional joint density evaluations, at least once per subplot, unless otherwise directed.

4.9.3.3.3.2. **Record Tests.** Perform a joint density evaluation for each subplot at each pavement edge that is or will become a longitudinal joint. Joint density evaluations are not applicable in areas described in Section 3076.4.9.3.1.4., "Miscellaneous Areas." Determine the joint density in accordance with [Tex-207-F](#), Part VII. Record the joint density information and submit results on Department forms to the Engineer. The evaluation is considered failing if the joint density is more than 3.0 pcf below the density taken at the core random sample location and the correlated joint density is less than 90.0%. The Engineer will make independent joint density verification at least once per project and may make independent joint density verifications at the random sample locations. The Engineer's joint density test results will be used when available.



Provide the Engineer with the joint density of every subplot in the lot within one working day of the completion of each lot. Report the results of each joint density in accordance with Section 3076.4.2., "Reporting and Responsibilities."

Investigate joint density failures and take corrective actions during production and placement to improve the joint density. Suspend production if the evaluations on two consecutive sublots fail unless otherwise approved. Resume production after the Engineer approves changes to production or placement methods.

4.9.3.3.4. **Recovered Asphalt Dynamic Shear Rheometer (DSR).** The Engineer may take production samples or cores from suspect areas of the project to determine recovered asphalt properties. Asphalt binders with an aging ratio greater than 3.5 do not meet the requirements for recovered asphalt properties and may be deemed defective when tested and evaluated by the Materials and Tests Division. The aging ratio is the DSR value of the extracted binder divided by the DSR value of the original unaged binder. Obtain DSR values in accordance with AASHTO T 315 at the specified high temperature performance grade of the asphalt. The Engineer may require removal and replacement of the defective material at the Contractor's expense. The asphalt binder will be recovered for testing from production samples or cores in accordance with [Tex-211-F](#).

4.9.3.3.5. **Irregularities.** Identify and correct irregularities including segregation, rutting, raveling, flushing, fat spots, mat slippage, irregular color, irregular texture, roller marks, tears, gouges, streaks, uncoated aggregate particles, or broken aggregate particles. The Engineer may also identify irregularities, and in such cases, the Engineer will promptly notify the Contractor. If the Engineer determines that the irregularity will adversely affect pavement performance, the Engineer may require the Contractor to remove and replace (at the Contractor's expense) areas of the pavement that contain irregularities. The Engineer may also require the Contractor to remove and replace (at the Contractor's expense) areas where the mixture does not bond to the existing pavement.

If irregularities are detected, the Engineer may require the Contractor to immediately suspend operations or may allow the Contractor to continue operations for no more than one day while the Contractor is taking appropriate corrective action.

4.9.4. **Exempt Production.** The Engineer may deem the mixture as exempt production for the following conditions:

- anticipated daily production is less than 500 tons;
- total production for the project is less than 5,000 tons;
- when mutually agreed between the Engineer and the Contractor; or
- when shown on the plans.

For exempt production, the Contractor is relieved of all production and placement sampling and testing requirements, except for coring operations when required by the Engineer. The production and placement pay factors are 1.000 if the specification requirements listed below are met, all other specification requirements are met, and the Engineer performs acceptance tests for production and placement listed in Table 16 when 100 tons or more per day are produced.

- produce, haul, place, and compact the mixture in compliance with the specification and as directed;
- control mixture production to yield a laboratory-molded density that is within  $\pm 1.0\%$  of the target laboratory-molded density as tested by the Engineer;
- compact the mixture in accordance with Section 3076.4.8., "Compaction;" and
- when a thermal imaging system is not used, the Engineer may perform segregation (density profiles) and thermal profiles in accordance with the specification.

4.9.5. **Ride Quality.** Measure ride quality in accordance with Item 585, "Ride Quality for Pavement Surfaces," unless otherwise shown on the plans.

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## 5. MEASUREMENT

- 5.1. **Dense Graded Hot-Mix Asphalt.** Hot mix will be measured by the ton of composite hot-mix, which includes asphalt, aggregate, and additives. Measure the weight on scales in accordance with Item 520, "Weighing and Measuring Equipment."
- 5.2. **Tack Coat.** Tack coat will be measured at the applied temperature by strapping the tank before and after road application and determining the net volume in gallons from the calibrated distributor. The Engineer will witness all strapping operations for volume determination. All tack, including emulsions, will be measured by the gallon applied.

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

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## 6. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under Section 3076.5.1, "Measurement," will be paid for at the unit bid price for "Dense Graded Hot-Mix Asphalt" of the mixture type, SAC, and binder specified. These prices are full compensation for surface preparation, materials, placement, equipment, labor, tools, and incidentals.

The work performed and materials furnished in accordance with this Item and measured as provided under Article 3076.5.2, "Measurement," will be paid for at the unit bid price for "Tack Coat" of the tack coat provided. These prices are full compensation for materials, placement, equipment, labor, tools, and incidentals. Payment adjustments will be applied as determined in this Item; however, a payment adjustment factor of 1.000 will be assigned for all placement sublots for "level ups" only when "level up" is listed as part of the item bid description code. A payment adjustment factor of 1.000 will be assigned to all production and placement sublots when "exempt" is listed as part of the item bid description code, and all testing requirements are met.

Payment for each subplot, including applicable payment adjustments greater than 1.000, will only be paid for sublots when the Contractor supplies the Engineer with the required documentation for production and placement QC/QA, thermal profiles, segregation density profiles, and longitudinal joint densities in accordance with Section 3076.4.2., "Reporting and Responsibilities." When a thermal imaging system is used, documentation is not required for thermal profiles or segregation density profiles on individual sublots; however, the thermal imaging system automated reports described in [Tex-244-F](#) are required.

Trial batches will not be paid for unless they are included in pavement work approved by the Department.

Payment adjustment for ride quality will be determined in accordance with Item 585, "Ride Quality for Pavement Surfaces."

- 6.1. **Production Payment Adjustment Factors.** The production payment adjustment factor is based on the laboratory-molded density using the Engineer's test results. The bulk specific gravities of the samples from each subplot will be divided by the Engineer's maximum theoretical specific gravity for the subplot. The individual sample densities for the subplot will be averaged to determine the production payment adjustment factor in accordance with Table 19 for each subplot, using the deviation from the target laboratory-molded density defined in Table 9. The production payment adjustment factor for completed lots will be the average of the payment adjustment factors for the four sublots sampled within that lot.

**Table 19**  
**Production Payment Adjustment Factors for Laboratory-Molded Density<sup>1</sup>**

<b>Absolute Deviation from Target Laboratory-Molded Density</b>	<b>Production Payment Adjustment Factor (Target Laboratory-Molded Density)</b>
0.0	1.050
0.1	1.050
0.2	1.050
0.3	1.044
0.4	1.038
0.5	1.031
0.6	1.025
0.7	1.019
0.8	1.013
0.9	1.006
1.0	1.000
1.1	0.965
1.2	0.930
1.3	0.895
1.4	0.860
1.5	0.825
1.6	0.790
1.7	0.755
1.8	0.720
> 1.8	Remove and replace

1. If the Engineer's laboratory-molded density on any subplot is less than 95.0% or greater than 98.0%, take immediate corrective action to bring the mixture within these tolerances. The Engineer may suspend operations if the Contractor's corrective actions do not produce acceptable results. The Engineer will allow production to resume when the proposed corrective action is likely to yield acceptable results.

6.1.1. **Payment for Incomplete Production Lots.** Production payment adjustments for incomplete lots, described under Section 3076.4.9.2.1.1., "Incomplete Production Lots," will be calculated using the average production payment factors from all sublots sampled.

A production payment factor of 1.000 will be assigned to any lot when the random sampling plan did not result in collection of any samples within the first subplot.

6.1.2. **Production Sublots Subject to Removal and Replacement.** If after referee testing, the laboratory-molded density for any subplot results in a "remove and replace" condition as listed in Table 19, the Engineer may require removal and replacement or may allow the subplot to be left in place without payment. The Engineer may also accept the subplot in accordance with Section 3076.5.3.1., "Acceptance of Defective or Unauthorized Work." Replacement material meeting the requirements of this Item will be paid for in accordance with this Section.

6.2. **Placement Payment Adjustment Factors.** The placement payment adjustment factor is based on in-place air voids using the Engineer's test results. The bulk specific gravities of the cores from each subplot will be divided by the Engineer's average maximum theoretical specific gravity for the lot. The individual core densities for the subplot will be averaged to determine the placement payment adjustment factor in accordance with Table 20 for each subplot that requires in-place air void measurement. A placement payment adjustment factor of 1.000 will be assigned to the entire subplot when the random sample location falls in an area designated on the plans as not subject to in-place air void determination. A placement payment adjustment factor of 1.000 will be assigned to quantities placed in areas described in Section 3076.4.9.3.1.4., "Miscellaneous Areas." The placement payment adjustment factor for completed lots will be the average of the placement payment adjustment factors for up to four sublots within that lot.

**Table 20**  
**Placement Payment Adjustment Factors for In-Place Air Voids**

<b>In-Place Air Voids</b>	<b>Placement Pay Adjustment Factor</b>	<b>In-Place Air Voids</b>	<b>Placement Pay Adjustment Factor</b>
< 2.7	Remove and Replace	6.4	1.042
2.7	0.710	6.5	1.040
2.8	0.740	6.6	1.038
2.9	0.770	6.7	1.036
3.0	0.800	6.8	1.034
3.1	0.830	6.9	1.032
3.2	0.860	7.0	1.030
3.3	0.890	7.1	1.028
3.4	0.920	7.2	1.026
3.5	0.950	7.3	1.024
3.6	0.980	7.4	1.022
3.7	0.998	7.5	1.020
3.8	1.002	7.6	1.018
3.9	1.006	7.7	1.016
4.0	1.010	7.8	1.014
4.1	1.014	7.9	1.012
4.2	1.018	8.0	1.010
4.3	1.022	8.1	1.008
4.4	1.026	8.2	1.006
4.5	1.030	8.3	1.004
4.6	1.034	8.4	1.002
4.7	1.038	8.5	1.000
4.8	1.042	8.6	0.998
4.9	1.046	8.7	0.996
5.0	1.050	8.8	0.994
5.1	1.050	8.9	0.992
5.2	1.050	9.0	0.990
5.3	1.050	9.1	0.960
5.4	1.050	9.2	0.930
5.5	1.050	9.3	0.900
5.6	1.050	9.4	0.870
5.7	1.050	9.5	0.840
5.8	1.050	9.6	0.810
5.9	1.050	9.7	0.780
6.0	1.050	9.8	0.750
6.1	1.048	9.9	0.720
6.2	1.046	> 9.9	Remove and Replace
6.3	1.044		

## 6.2.1.

**Payment for Incomplete Placement Lots.** Payment adjustments for incomplete placement lots described under Section 3076.4.9.3.1.2., "Incomplete Placement Lots," will be calculated using the average of the placement payment factors from all sublots sampled and sublots where the random location falls in an area designated on the plans as not eligible for in-place air void determination.

If the random sampling plan results in production samples, but not in placement samples, the random core location and placement adjustment factor for the subplot will be determined by applying the placement random number to the length of the subplot placed.

If the random sampling plan results in placement samples, but not in production samples, no placement adjustment factor will apply for that subplot placed.

A placement payment adjustment factor of 1.000 will be assigned to any lot when the random sampling plan did not result in collection of any production samples.

- 6.2.2. **Placement Sublots Subject to Removal and Replacement.** If after referee testing, the placement payment adjustment factor for any subplot results in a “remove and replace” condition as listed in Table 20, the Engineer will choose the location of two cores to be taken within 3 ft. of the original failing core location. The Contractor will obtain the cores in the presence of the Engineer. The Engineer will take immediate possession of the untrimmed cores and submit the untrimmed cores to the Materials and Tests Division, where they will be trimmed if necessary and tested for bulk specific gravity within 10 working days of receipt.

The bulk specific gravity of the cores from each subplot will be divided by the Engineer’s average maximum theoretical specific gravity for the lot. The individual core densities for the subplot will be averaged to determine the new payment adjustment factor of the subplot in question. If the new payment adjustment factor is 0.700 or greater, the new payment adjustment factor will apply to that subplot. If the new payment adjustment factor is less than 0.700, no payment will be made for the subplot. Remove and replace the failing subplot, or the Engineer may allow the subplot to be left in place without payment. The Engineer may also accept the subplot in accordance with Section 3076.5.3.1., “Acceptance of Defective or Unauthorized Work.” Replacement material meeting the requirements of this Item will be paid for in accordance with this Section.

- 6.3. **Total Adjusted Pay Calculation.** Total adjusted pay (TAP) will be based on the applicable payment adjustment factors for production and placement for each lot.

$$TAP = (A+B)/2$$

where:

*A* = Bid price × production lot quantity × average payment adjustment factor for the production lot

*B* = Bid price × placement lot quantity × average payment adjustment factor for the placement lot + (bid price × quantity placed in miscellaneous areas × 1.000)

*Production lot quantity* = Quantity actually placed - quantity left in place without payment

*Placement lot quantity* = Quantity actually placed - quantity left in place without payment - quantity placed in miscellaneous areas

# Special Specification 5001

## Geogrid Base Reinforcement



### 1. DESCRIPTION

Furnish and place geogrid base reinforcement in accordance with the lines and grades shown on the plans or as directed.

### 2. MATERIALS

Provide geogrid base reinforcement, of the type shown on the plans, meeting the requirements of DMS-6240 "Geogrid for Base/Embankment Reinforcement." Use roll widths and lengths shown on the plans or as approved.

### 3. CONSTRUCTION

Prepare the subgrade as indicated on the plans or as directed. Set string lines for alignment if directed. Install geogrid in accordance with the lines and grades as shown on the plans. Place base material in lift thicknesses and compact as shown on the plans or as directed. Do not operate tracked construction equipment on the geogrid until a minimum fill cover of 6 in. is achieved. Rubber tire construction equipment may operate directly on the geogrid at speeds of less than 5 mph if the underlying material will support the loads. Where excessive substructure deformation is apparent, correct grid placement operations as recommended by the manufacturer or as directed.

3.1. **Geogrid Placement.** Orient the geogrid length as unrolled parallel to the direction of roadway. Overlap geogrid sections as shown on the plans or as directed. Use plastic ties at overlap joints or as directed. Placement of geogrid around corners may require cutting and diagonal lapping. Pin geogrid at the beginning of the backfill section as directed. Keep geogrid taut at the beginning of the backfilling section but not restrained from stretching or flattening.

3.1.1. **Longitudinal Joints.** Overlap longitudinal joints by a minimum of 1 ft. Space longitudinal ties 10 ft. to 20 ft. or as directed.

3.1.2. **Transverse Joints.** Overlap transverse joints by a minimum of 1 ft. Space transverse ties 4 ft. to 5 ft. or as directed.

3.2. **Damage Repair.** As directed, remove and replace contractor damaged or excessively deformed areas without additional compensation. Lap repair areas a minimum of 3 ft in all directions. Tie each side of repair grid in at least 3 locations but do not exceed normal construction spacing; tie spacing for odd shapes will be as directed. Repair excessively deformed materials underlying the grid as directed.

### 4. MEASUREMENT

Geogrid base reinforcement will be measured by the square yard of roadway placement as shown in the plans with no allowance for overlapping at transverse and longitudinal joints.

### 5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" are paid for at the unit bid price for "Geogrid Base Reinforcement" of the type specified. This

price is full compensation for furnishing, preparing, hauling and placing materials including labor, materials, freight, tools, equipment and incidentals.

# Special Specification 6001

## Portable Changeable Message Sign



### 1. DESCRIPTION

Furnish, operate, and maintain portable trailer mounted changeable message sign (PCMS) units.

### 2. MATERIALS

Furnish new or used material in accordance with the requirements of this Item and the details shown on the plans. Provide a self-contained PCMS unit with the following:

- Sign controller
- Changeable Message Sign
- Trailer
- Power source

Paint the exterior surfaces of the power supply housing, supports, trailer, and sign with Federal Orange No. 22246 or Federal Yellow No. 13538 of Federal Standard 595C, except paint the sign face assembly flat black.

2.1. **Sign Controller.** Provide a controller with permanent storage of a minimum of 75 pre-programmed messages. Provide an external input device for random programming and storage of a minimum of 75 additional messages. Provide a controller capable of displaying up to 3 messages sequentially. Provide a controller with adjustable display rates. Enclose sign controller equipment in a lockable enclosure.

2.2. **Changeable Message Sign.** Provide a sign capable of being elevated to at least 7 ft. above the roadway surface from the bottom of the sign. Provide a sign capable of being rotated 360° and secured against movement in any position.

Provide a sign with 3 separate lines of text and 8 characters per line minimum. Provide a minimum 18 in. character height. Provide a 5 × 7 character pixel matrix. Provide a message legibility distance of 600 ft. for nighttime conditions and 800 ft. for normal daylight conditions. Provide for manual and automatic dimming light sources.

The following are descriptions for 3 screen types of PCMS:

- **Character Modular Matrix.** This screen type comprises of character blocks.
- **Continuous Line Matrix.** This screen type uses proportionally spaced fonts for each line of text.
- **Full Matrix.** This screen type uses proportionally spaced fonts, varies the height of characters, and displays simple graphics on the entire sign.

2.3. **Trailer.** Provide a 2 wheel trailer with square top fenders, 4 leveling jacks, and trailer lights. Do not exceed an overall trailer width of 96 in. Shock mount the electronics and sign assembly.

2.4. **Power Source.** Provide a diesel generator, solar powered power source, or both. Provide a backup power source as necessary.

2.5. **Cellular Telephone.** When shown on the plans, provide a cellular telephone connection to communicate with the PCMS unit remotely.



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**3. CONSTRUCTION**

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

Maintain the PCMS units in good working condition. Repair damaged or malfunctioning PCMS units as soon as possible. PCMS units will remain the property of the Contractor.

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**4. MEASUREMENT**

This Item will be measured by each PCMS or by the day used. All PCMS units must be set up on a work area and operational before a calendar day can be considered measurable. When measurement by the day is specified, a day will be measured for each PCMS set up and operational on the worksite.

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**5. PAYMENT**

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Portable Changeable Message Sign." This price is full compensation for PCMS units; set up; relocating; removing; replacement parts; batteries (when required); fuel, oil, and oil filters (when required); cellular telephone charges (when required); software; and equipment, materials, tools, labor, and incidentals.