



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

December 14, 2022
AGENDA ITEM #6

Approve a contract with Aaron
Concrete Contractors, LP for 290E
Retaining Wall Stabilization
Maintenance Project

Strategic Plan Relevance:	Regional Mobility
Department:	Engineering
Contact:	Mike Sexton, P.E., Acting Director of Engineering
Associated Costs:	\$976,128.00
Funding Source:	FY23 Operating Budget R&R Funds
Action Requested:	Consider and act on draft resolution

Project Description/Background: The 290E Wall Stabilization Maintenance Project includes the installation of prestressed ground anchors to stabilize the retaining wall on the southeast corner of Harris Branch Parkway and 290E Toll intersection. In March of 2022 the retaining wall was instrumented with monitoring equipment to track the movement of the wall. Based on the wall monitoring data, the project began design in September of 2022 as a part of the Authority's maintenance program. The construction of this project will stabilize the retaining wall and prevent further movement.

Previous Actions & Brief History of the Program/Project: In June of 2022 the Authority approved the adoption of the FY2023 Operating Budget which included funds for the development and construction of wall improvements along 290E.

Construction Contract Procurement Timeline:

- November 11th, 2022: Advertised Project
- November 15th, 2022: Pre-Bid Meeting
- December 7th, 2022: Bid Opening

Bids: 2 bids were received and came in as shown below.

Contractor	Bid Price	Responsive Bid
Aaron Concrete Contractors, LP	\$ 976,128.00	Yes
Dan Williams Company	\$ 1,169,197.00	Yes

The Engineer's Estimate was \$725,369.00

The bid has been reviewed by the Authority staff and the lowest responsive and responsible bidder is Aaron Concrete Contractors, LP at \$976,128.00

Financing: FY23 Operating Budget R&R Funds

Action requested/Staff Recommendation: Staff recommends that the Board award the contract for construction of the 290E Wall Stabilization Maintenance Project to Aaron Concrete Contractors, LP and authorize the Executive Director to execute a contract with Aaron Concrete Contractors, LP in an amount not to exceed \$976,128.00 for construction of the 290E Wall Stabilization Maintenance Project.

Backup provided: Draft Resolution
Draft Contract

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

RESOLUTION NO. 22-0XX

**AWARDING A CONTRACT TO AARON CONCRETE CONTRACTORS, LP FOR THE
290E RETAINING WALL STABILIZATION MAINTENANCE PROJECT**

WHEREAS, the Central Texas Regional Mobility Authority (Mobility Authority) requires the services of a contractor to stabilize the retaining wall on the southeast corner of Harris Branch Parkway and 290E Toll intersection in Travis County, Texas (the “Project”); and

WHEREAS, the Mobility Authority advertised the Project on November 11, 2022, and received two bids by the bid opening on December 7, 2022; and

WHEREAS the Acting Director of Engineering reviewed the bids and determined Aaron Concrete Contractors, LP to be the lowest responsive and responsible bidder; and

WHEREAS, after reviewing the Acting Director of Engineering’s determination, the Executive Director requests that the Board approve a contract with Aaron Concrete Contractors, LP for the Project in an amount not to exceed \$976,128.00 and in the form published in the bid documents attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby approves a contract with Aaron Concrete Contractors, LP in an amount not to exceed \$976,128.00 for the stabilization of the retaining wall on the southeast corner of Harris Branch Parkway and 290E Toll intersection in Travis County, and hereby authorizes the Executive Director to finalize and execute the contract in the form or substantially 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 14th day of December 2022.

Submitted and reviewed by:

Approved:

James M. Bass
Executive Director

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

Exhibit A



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

290E Wall Stabilization Project

CTRMA Contract No.: 23290E22701M

Bid Documents

Advertisement: November 11, 2022

Pre-Qualification Deadline: 12:00PM November 29, 2022

Bid Date: 2:00 PM December 7, 2022

Central Texas Regional Mobility Authority

290E WALL STABILIZATION PROJECT

CTRMA CONTRACT NO. 23290E22701M

BID DOCUMENTS
CONTRACT AND CONTRACT BOND
SPECIAL PROVISIONS
SPECIAL SPECIFICATIONS
PLANS

November 11, 2022

Central Texas Regional Mobility Authority

290E WALL STABILIZATION PROJECT

CTRMA CONTRACT NO. 23290E22701M

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CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

290E WALL STABILIZATION PROJECT

CTRMA CONTRACT NO. 23290E22701M

INVITATION TO BID

Electronic proposal forms for the above project shall be submitted via the project's CivCast <https://www.civcastusa.com/project/633c520456e215eccc67896d/summary> to the Central Texas Regional Mobility Authority (Authority), by **2:00 PM local time, December 7, 2022**. The bids will be publicly posted via the project's CivCast website within 48 hours after the bids are opened.

The contractor will have forty-seven (47) 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.

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

- Prestressed Ground Anchors
- Excavation/Embankment
- Traffic Control
- Temporary Retaining Wall

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 November 30, 2022 via the project's CivCastUSA website <https://www.civcastusa.com/project/633c520456e215eccc67896d/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 \$1,000,000
- 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 November 29, 2022 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 November 11, 2022 for potential bidders and others through the Authority's website (www.mobilityauthority.com) and CivCast's website <https://www.civcastusa.com/project/633c520456e215eccc67896d/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.

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

Central Texas Regional Mobility Authority

290E WALL STABILIZATION PROJECT

CTRMA CONTRACT NO. 23290E22701M

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 \$1,000,000.
- 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?

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?

Central Texas Regional Mobility Authority

290E WALL STABILIZATION PROJECT

CTRMA CONTRACT NO. 23290E22701M

290E WALL STABILIZATION PROJECT MAINTENANCE 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 thirty (30) 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 fully complete the entire project within forty-seven (47) 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

290E WALL STABILIZATION PROJECTS

CTRMA CONTRACT NO. 23290E22701M

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 7th day of December,
2022, for Contract No. 23290E22701M in connection with the 290E Wall Stabilization 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

290E WALL STABILIZATION PROJECT

CTRMA CONTRACT NO. 23290E22701M

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 7th day of December,
2022, for Contract No. 23290E22701M in connection with the 290E Wall Stabilization 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.)

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.

Central Texas Regional Mobility Authority

290E WALL STABILIZATION PROJECT

CTRMA CONTRACT NO. 23290E22701M

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.
23290E22701M, entitled 290E Wall Stabilization 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

290E WALL STABILIZATION PROJECT

CTRMA CONTRACT NO. 23290E22701M

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. 23290E22701M, entitled 290E Wall Stabilization 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 forty-seven (47) working days after the date stated in the written Full Notice-to-Proceed to Fully 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:

CONTRACTOR:

Business Name

Address

Sworn to and subscribed
before me this _____
day of _____, 20____.

by: _____
Notary Public

Title

My commission expires:

(Affix Corporate Seal Here)

INFORMATION ABOUT PROPOSER ORGANIZATION

Proposer's business address:

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

(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:

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

Secretary

Central Texas Regional Mobility Authority

290E WALL STABILIZATION PROJECT

CTRMA CONTRACT NO. 23290E22701M

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

290E WALL STABILIZATION PROJECT

CTRMA CONTRACT NO. 23290E22701M

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

290E WALL STABILIZATION PROJECT

CTRMA CONTRACT NO. 23290E22701M

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.

Signature

Date

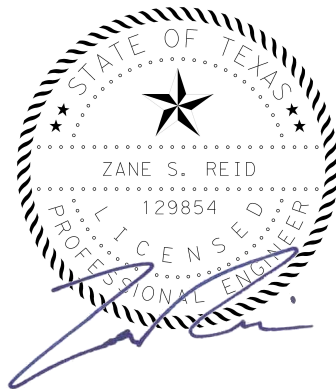
Central Texas Regional Mobility Authority

290E WALL STABILIZATION PROJECT

CTRMA CONTRACT NO. 23290E22701M

ENGINEER'S SEAL

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.



PREPARED BY:



11801 Domain Blvd., Suite 500
Austin, Texas, 78758
512-327-6840 PH
512-327-2453 FX

TBPE REG. #F-474

11/11/2022

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

GENERAL NOTES:

GENERAL

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.

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 "Engineer" shall be the Mobility Authority's 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.

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.

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

Intelligent Transportation Systems (ITS) Infrastructure and Toll Collection System Infrastructure exists within the limits of this project and the system must remain operational throughout construction. Backbone and hub communication fiber links are critical and must be maintained during the duration of the project. Use caution if working in these areas to avoid damaging or interfering with existing facilities and infrastructure. In the event of TxDOT system damage, notify TxDOT at (512) 974-0883 and the Toll Operations Division at (512) 874-9177 within one hour of occurrence. In the event of Mobility Authority Toll system or ITS system damage, notify the Mobility Authority Director of Operations at (512) 996-9778 within one hour of occurrence. Failure of the Contractor to repair damage within 8 hours of occurrence to any infrastructure that conveys any corridor information to TxDOT/Mobility Authority will result in the Contractor being billed for the full cost of emergency repairs performed by others. Damage to any toll collection system infrastructure impacting the ability of the TxDOT/Authority to collect, process or transmit transactions will result in the Contractor being billed for lost revenue damages. Revenue damages will be based on historical revenue collected from the affected gantries.

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.

Protect all areas of the right of way (ROW), which are not included in the actual limits of the proposed construction areas, from disturbance. Restore any area disturbed because of the Contractor's operations to a condition as good as, or better than, before the beginning of work at no cost to the Mobility Authority.

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

Damage to existing pipes and SETs 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 ROW, will be as directed. Use of ROW 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 ROW but will cooperate in the use of the ROW with the city/county, various public utility companies and other contractors as required.

Meet weekly with the Engineer to notify of planned work for the upcoming week. Provide a three-week "look ahead", as well as all work performed over the past week.

Coordinate and obtain approval for all work over existing roadways.

The Project Superintendent will always be available to contact when work is being performed, including subcontractor work. The Superintendent will be available and on-call 24 hours a day.

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.

Overhead and underground utilities may exist in the vicinity of the project. The exact location of underground utilities may not be known. Refer to ITEM 5 – CONTROL OF THE WORK, for utility rates. 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.

Provide vertical clearance for all structures (including overhead sign bridge structures and bridge mounted signs) within the project limits. Submit information and notices to the Mobility Authority.

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

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.

ITEM 5 – CONTROL OF THE WORK

Provide a 48-hour advance email notice to AUS_Locate@txdot.gov to request illumination, traffic signal, ITS, or toll equipment utility locates on TxDOT's system (US 290). Provide 2-week advance notice to the Engineer to request locates on the Mobility Authority's system (290). Contractor is responsible for verifying the location of the ITS duct bank within the retaining wall prior to construction.

Before the Authority or its contractor begins work on State right of way, 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.

Electronic Shop Drawing Submittals:

Submit electronic shop drawing submittals according 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 Engineer and additional staff, as appropriate.

ITEM 7 – LEGAL RELATIONS AND RESPONSIBILITIES

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

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 of time exceeding 14 calendar days. Track all exposed soil, stockpiles and slopes. Tracking consists of operating 2 tracked vehicles or equipment up and down the slope, leaving track marks perpendicular to the direction 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.

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

Migratory Birds and Bats.

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 or perform construction activities 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 stop. 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 due to the above bird and bat requirements.

Law Enforcement Personnel.

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. Contractor must use CTRMA provided form to be reimbursed.

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

The Contractor will have 47 working days from NTP to have all installations complete.

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

Working days will be charged based on a standard workweek. Working days will be charged Monday through Friday, excluding national or state holidays, if weather or other conditions permit the performance of the principal unit of work underway, as determined by the Engineer, for a continuous period of at least 7 hr. between 7:00 A.M. and 6:00 P.M., unless otherwise shown in the Contract. The Contractor has the option of working on Saturdays or state holidays. Provide sufficient advance notice to the Engineer when scheduling work on Saturdays. Work on Sundays and national holidays will not be permitted without written permission of the Engineer. If work requiring an Inspector to be present is performed on a Saturday, Sunday, or holiday, and weather or other conditions permit the performance of work for 7 hr. between 7:00 A.M. and 6:00 P.M., a working day will be charged.

Provide via email a 3-week look-ahead schedule in Gantt chart format. Submit weekly by noon on Friday. 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.

Lane Closure Assessments will be assessed as shown in the **Table 1** below.

Any unauthorized lane closures will result in an assessment to the Contractor of \$1,000 per lane per hour or the assigned Lane Closure Assessments in the table, whichever is the higher amount.

All Lane Closure Assessments for the Contractor will be subtracted from the value of the payment application for that associated period.

Table 1: Lane Closure Assessment Rates

Lane Closure Period	Late Charges (Per Lane)			
	290 Toll		US 290	
	Lane	Shoulder	Lane	Shoulder
0-15 mins	\$1,000	\$1,000	\$1,000	\$1,000
15-30 mins	\$2,000	\$2,000	\$2,000	\$2,000
30-45 mins	\$3,000	\$3,000	\$3,000	\$3,000
45-60 mins	\$4,000	\$4,000	\$4,000	\$4,000
Every additional 15-minute interval after 1 hour	\$2,000	\$2,000	\$2,000	\$2,000

For example: If the contractor has one lane of traffic closed on US 290 until Monday at 5:32 a.m., the contractor is 32 minutes outside of the allowable lane closure period. The late charges will be accrued as follows:

$$1 \text{ lane closed} \times [\$1,000 + \$1,000 + \$1,000] = \$3000$$

Emergency lane closures are not subject to lane closure 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.

Refer to Table 2. Allowable Lane Closure for available lane closure times.

ITEM 9 – MEASUREMENT AND PAYMENT

Provide full-time, off-duty, uniformed, certified peace officers in officially marked vehicles, as part of traffic control operations, as directed.

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

No payment will be made for peace officers unless the Contractor completes the proper Department tracking form. Submit invoices that agree with the tracking form for payment at the end of each month, when approved services were provided. Request the tracking form from the Department.

No payment for officers used for moving equipment without prior written approval.

Cancel “Off-Duty” Peace Officers and their Motor Vehicle Units when the Scheduled lane closures are canceled. Failure to cancel the Off-Duty Officers and their respective Motor Vehicle Units will not be the cause for payment, by Mobility Authority, for “Show Up” time.

ITEM 132 – EMBANKMENT TY C

Do not furnish shale clays. The Engineer must approve the embankment material before use on the project.

TY C Requirements

Description	Percent Retained					LL Max	PI Max	PI Min
	3"	1 3/4"	3/8"	#4	#40			
EMBANKMENT (ORD COMP) (TY C)	0	-	-	-	15-100	45	20	8

ITEM 423 – RETAINING WALLS

Contractor shall submit temporary retaining wall design, calculation, and shop drawings for approval.

Mow strip shall be 2ft. wide unless otherwise shown on the plans.

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.

ITEM 502 – BARRICADES, SIGNS, AND TRAFFIC HANDLING

Table 2. Allowable Lane Closure

Roadway	Limits	Allowable Closure Time*
		Weekday
290 Toll	Arterial A to Parmer Lane	9 P to 5 A
US 290	Arterial A to Parmer Lane	9 P to 5 A
Harris Branch Pkwy	Blue Goose Rd to Lindell Ln	9 P to 5 A

* Allowable Closure Time includes setup and cleanup time.

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 mainlane closures will not be allowed. Full ramp closures must be approved by the Engineer.

No closures will be allowed on Friday night.

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. 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.

Maintain a minimum of 1 through lane in each direction, unless otherwise directed in plans.

For roadways listed in Table 2: Submit the request 96 hours prior to implementation.

For roadways not listed in Table 2: 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.

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.

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.

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.

ITEM 506 – TEMPORARY EROSION, SEDIMENTATION, AND ENV CONTROLS

Install, maintain, remove 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.

ITEM 512 – PORTABLE TRAFFIC BARRIER

Any increase in temporary barrier quantities that occur due to the Contractor changes in the sequence of work or the traffic control plan will not be paid.

ITEM 752 – TREE AND BRUSH REMOVAL

Flailing equipment is not allowed. Burning brush is not allowed in urban areas or on ROW. Use hand methods or other means of removal if doing work by mechanical methods is impractical.

Prior to begin tree pruning, send email confirmation to the Engineer that training and demonstration of work method has been provided to the employees. This work is subsidiary.

ITEM 6001 – PORTABLE CHANGEABLE MESSAGE SIGN

Provide 2 “Electronic” Portable Changeable Message Sign(s) (EPCMS) as part of the traffic control operation. 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

290E WALL STABILIZATION PROJECT

CTRMA CONTRACT NO. 23290E22701M

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 (103)
- ITEM 104 REMOVING CONCRETE
- ITEM 110 EXCAVATION (132)
- ITEM 132 EMBANKMENT (100)(160)(204)(210)(216)(260)(275)(400)
- ITEM 164 SEEDING FOR EROSION CONTROL (162)(164)(166)
- ITEM 168 VEGETATIVE WATERING
- ITEM 421 HYDRAULIC CEMENT CONCRETE(360) (361) (416)
- ITEM 423 RETAINING WALLS(110) (132) (216) (400) (416) (420) (421) (424) (440) (445) (458) (556)
- ITEM 432 RIPRAP (247)(420)(421)(431)(440)
- ITEM 500 MOBILIZATION
- ITEM 502 BARRICADES, SIGNS, AND TRAFFIC HANDLING
- ITEM 506 TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS(161)
(432) (556)
- ITEM 512 PORTABLE CONCRETE TRAFFIC BARRIER
- ITEM 545 CRASH CUSHION ATTENUATORS

ITEM 752 TREE AND BRUSH REMOVAL

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

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 000 (000---1243)

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---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---030)

SPECIAL PROVISION TO ITEM 008 (008---033)

SPECIAL PROVISION TO ITEM 009 (009---001---RMA)

SPECIAL PROVISION TO ITEM 009 (009---010)

SPECIAL PROVISION TO ITEM 009 (009---011)

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

SPECIAL PROVISION TO ITEM 506 (506---002)

SPECIAL SPECIFICATIONS:

ITEM 4079 PRESTRESSED GROUND ANCHORS

ITEM 6001 PORTABLE CHANGEABLE MESSAGE SIGN

ITEM 6064 INTELLIGENT TRANSPORTATION SYSTEM (ITS) POLE WITH CABINET

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

Nondiscrimination

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.

2. DEFINITION OF TERMS

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

3. NONDISCRIMINATION PROVISIONS

During the performance of this Contract, the Contractor, 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.

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.

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 31st 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.

Special Provision to Item 000

Buy America

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.

4. DIVISION OVERSIGHT

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

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

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

5. PERFORMANCE REVIEW COMMITTEE

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

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

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

6. APPEALS PROCESS

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

Special Provision 000

Certificate of Interested Parties (Form 1295)

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 000

Schedule of Liquidated Damages



The dollar amount of daily contract administration Liquidated Damages per Working Day is \$

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

Special Provision 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 signs, traffic control devices, and pavement markings are in their final position at this time.
- All sidewalks 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.

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," 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/6227d063ce70832257d9e630/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 \$1,000,000,
- Email a valid Non-Collusion Affidavit, Debarment Affidavit, and Child Support Statement to Allen.Yu@atkinsglobal.com and Carlos.Sepulveda@atkinsglobal.com and 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.

Special Provision to Item 3

Award and Execution of Contract

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

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 4.3., "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, Texas Department of Transportation.

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, Texas Department of Transportation, the State of Texas, the Commission 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

Special Provision to Item 3 Award and Execution Contract



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

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

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

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

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

Special Provision to Item 4

Scope of Work

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

Article 4.4., "Changes in the Work," 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."

Special Provision to Item 5

Control of the Work



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

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

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

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

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

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

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

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

Special Provision to Item 5

Control of the Work



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

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

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

Special Provision to Item 6

Control of Materials

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

Article 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.

Special Provision to Item 6

Control of Materials



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Special Provision to Item 7

Legal Relations and Responsibilities

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

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.

Special Provision to Item 8

Prosecution and Progress

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

Article 8.5., "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 projectspecific

- 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.

Special Provision to Item 8 Prosecution and Progress



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

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

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

Special Provision to Item 8 Prosecution and Progress



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

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

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

Special Provision to Item 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.

Special Provision to Item 9 Measurement and Payment



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

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

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

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

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

- Standby will be paid at 50% of the monthly Equipment Watch rate after the regional and age adjustment factors have been applied. Operating costs will not be allowed. Calculate the standby rate as follows.

$$\text{Standby rate} = (\text{FHWA hourly rate} - \text{operating costs}) \times 50\%$$

- If an hourly rate is needed, divide the monthly *Equipment Watch* rate by 176.
- No more than 8 hr. of standby will be paid during a 24-hr. day period, nor more than 40 hr. per week.
- Standby costs will not be allowed during periods when the equipment would have otherwise been idle.

Special Provision to Item 502

Barricades, Signs and Traffic Handling



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

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

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

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

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

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

Special Provision to Item 506

Temporary Erosion, Sedimentation, and Environmental Controls



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

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

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

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

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

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

4.2. **Implementation.**

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

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

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

4.3. **General.**

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

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

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

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

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

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

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

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

Special Provision to Special Specification 6185

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



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

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

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

Special Specification 4079

Prestressed Ground Anchors



1. DESCRIPTION

Install post-tensioned permanent ground anchors in place, with grouting as required in accordance with the plans and these specifications. Ensure the ground anchors provide the load carrying capacities that will develop the load as required in the plans and the approved working drawings and in accordance with the testing requirements of this specification.

The Contractor has the option of furnishing any type of post-tensioning system and choose anchor diameter to develop the required load and meeting the requirements of these specifications. The Contractor may also propose to use proprietary systems, which do not conform to all provisions of this specification, if the concept is approved by the Engineer. The system selected must provide the magnitude and distribution of design prestressing force and minimum ultimate strength required by the plans without exceeding allowable temporary stresses. If Contractor cannot provide the load carrying capacities in accordance with the plans, additional anchors shall be installed. The Contractor has the option to change the anchoring procedure with the approval of the Engineer as long as the required load carrying capacity is achieved. Ensure design procedures, coefficients, and allowable stresses are in accordance with the latest Standard AASHTO Specifications for Highway Bridges.

2. MATERIALS

Provide materials required for use under this Item conforming to Table 1:

Table 1
Materials

Material	Conform to Item
Structural Steel	Item 441 and 442
Prestressing Steel	Item 426
Hydraulic Cement Concrete	Item 421

Provide prestressing steel conforming to one of the following types:

- Seven wire strand conforming to ASTM Designation A416: or.
- High-tensile strength alloy bars conforming to the requirements of ASTM designation A722.

Bars with greater minimum ultimate strength, but otherwise produced and tested in accordance with ASTM Designation A722, may be used provided they have no properties which make them less satisfactory than the specified material.

Wire or strand with greater ultimate strength but otherwise produced and tested in accordance with ASTM designation A416 and A421, and the requirements of this specification, are permitted provided the physical properties as outlined in the applicable specification are shown on the shop drawings and provided they have no properties which make them less satisfactory than the specified material.

Each ground anchor tendon is either a single bar or group of strands having a common end anchorage used to apply a stressing force to the structural member. Provide coated (unbonded) tendons except the portion which is established as the anchorage length. Coat the tendons a minimum of the unbonded length shown in

the plans. Ensure the anchorage length is bare and completely free of grease or other contaminants. Provide the minimum acceptable anchorage lengths shown in the plans.

Provide end anchorages and tendon couplers that develop at least 100% of the required ultimate strength of the tendon with a minimum elongation of 2%.

Use material for coating unbonded tendons that is non-volatile, low friction mineral oil base grease, with a rust preventing additive having a relatively uniform viscosity in a temperature range of 20 F to 120 F. Provide a protective sheathing around the tendon throughout the coated length consisting of 0.04 in. minimum thickness polyethylene or polyvinyl chloride tubing capable of maintaining the tendon tightly bundled and containing the lubricant.

Provide grout for ground anchors that is a neat cement or sand cement mixture, with a 7-day compressive strength of 3500 psi. Determine grout strengths by testing 2-in. cubes in accordance with Test Method TEX-307-D or 3 in. diameter by 6 in. high cylinders in accordance with Test Method TEX-418-A. Determine the grout strength by testing the initial grout batch. Additional testing is necessary if the grout mixture is modified or if required by the Engineer. If allowed by the Engineer, test results from previous projects using an identical grout mix may be accepted.

Identify the tendons by heat number, or reel number in the case of seven-wire strand, and tag them for identification. Identify anchorage assemblies in a like manner. At the request of the Engineer, furnish specimens for test purposes in accordance with Test Method TEX-710-I. Provide mill test reports for tendons used in permanent anchors.

Test complete tendons for compliance with the requirements of this specification at no expense to the Department and certify the results in writing. In addition, furnish for testing, one specimen of each size of prestressing tendon with end fittings attached at each end for ultimate strength tests only.

Provide a specimen 5 ft. in clear length measured between the ends of the fittings. If the results of the test indicate the necessity of check tests, furnish additional specimens at no cost to the Department. For prestressing systems previously tested and approved on Department projects, complete tendon samples need not be furnished provided there is no change in the material, design, or details previously approved. For the shop drawings or prestressing details, identify the project on which approval was obtained, otherwise sampling will be necessary. For prefabricated ground anchor assemblies, notify the Engineer at least 10 days before installing the end fittings or heading the wires so that sampling and testing may be arranged.

3. PACKAGING, STORING, AND HANDLING

Protect the prestressing steel against physical damage and corrosion from the time of manufacture to grouting or encasing in concrete.

Rust on prestressing steel, which can be removed by light rubbing, is acceptable. Streaks or spots, which may remain after rust removal, are acceptable if no pitting is present. Tight mill scale is acceptable but remove loose mill scale.

Protect prefabricated ground anchor assemblies from moisture by taping, wrapping, or by other acceptable means.

4. EQUIPMENT

Furnish suitable equipment to drill the holes to the diameter, depth, and line as specified in this specification or on the approved working drawings.

Furnish suitable hydraulic jacks for stressing the tendons. Equip jacks with gauges graduated to read directly to one percent of the total load applied, and calibrated to measure accurately the stress induced in the steel.

Provide jacks with a stroke of adequate length so that the stressing, including temporary overstress, can be done in one movement. Equip them with proper ports or windows for adequate visual examination and measurement of tendon movement. Ensure they are also capable of slow release of stress to allow relaxation from overstress to the proper seating force.

Furnish a grout mixer and pump of sufficient capacity to properly place grout in the quantities required.

5. WORKING DRAWINGS

Submit working drawings (i.e. shop drawings) for the ground anchors a minimum of one month prior to the installation of the ground anchors. Provide the details containing the necessary information for construction including:

- 5.1. **Prestressing Details.** On the drawings show details of type, size, number of units per ground anchor, ground anchor diameter, inclination, forces applied per anchor, end anchorage systems, grouting and venting ports, grouting procedure, acceptable elongation, temporary overstress, and other information necessary to properly complete the work.

On these details show the method of support for the ground anchors to insure that the proper location in the center of the hole can be maintained.

- 5.2. **Anchor Layout.** Provide drawings showing the layout of the anchors and required load.

Electronically submit working drawings formatted to fit standard 11x17 sheets in accordance with TxDOT's "Guide to Electronic Shop Drawing Submittals".

6. CONSTRUCTION

- 6.1. **General.** Before stressing the anchors, furnish certified copies of load calibration curves on the jacks and gauge systems to be used in the work. Recalibrate the stressing systems when required by the Engineer.

- 6.2. **Drilling.** Drill the hole within +/- 3 degrees from the line specified on the approved working drawings.

- 6.3. **Grouting.** Clear the hole of debris before placing the tendon. Insert the tendon in the hole and use supports to ensure that the tendon is centered in the hole with a maximum 1 in. of sag between the supports. Provide a grouting pipe that allows placing the grout from the bottom of the hole. Before beginning to pump the grout, check the grout tubes to ensure they are clear. When the tendon is grouted through the center of a hollow auger, no grout tube or centralizers are required as long as grout pressure is maintained while withdrawing the auger.

Grout the anchors immediately after placing them in the hole. Pump the grout from the bottom of the hole toward the top, continuously under pressure, until the grout is within approximately one foot of the top of the hole. Grout the hole full length in one stage with clearance provided between the grout and the tendon anchorage.

If the grout level in the hole cannot be maintained, withdraw the tendon and redrill the hole after at least 24 hours have passed.

Record the data shown in Table 2 concerning the grouting:

Table 2
Grouting Data to Record

Water-cement ratio
Types of additives
Types of cement
Volume of grout
Type of Mixer

6.4. **Corrosion Protection.** The Contractor shall provide "Double Corrosion Protection", in which the post-tensioned strand or bar is encapsulated in a corrugated plastic sheath (>40 mil) and cement grout annulus. This detail will be submitted to the Engineer for review and approval.

6.5. **Post-Tensioning.** Do not begin post-tensioning until the concrete in the associated structural members has reached the design strength specified.

Provide suitable means for measuring the movement of the anchor head to the nearest 0.001 in.

Indicate on the prestressing details, a sequence of post-tensioning that prevents overstressing the structural member.

Ensure the prestressing details submitted reflect the following general tensioning procedure modified as required for each particular installation, unless otherwise required by the plans.

- Tendons in the sequence designated in the Prestressing Details.
- Perform initial tensioning to take the slack out of the tendons at 10% of the maximum tensioning load unless otherwise shown on the approved Prestressing Details.
- After the initial tensioning, set up an independent reference to measure the anchor movement.

Ensure the movement measured between the maximum proof load and the lock-off load is within the following limits:

- Determine the minimum movement limit based on the elastic elongation calculated using 80% of the unbonded length.
- Determine the maximum movement limit based on the elastic elongation calculated using the entire unbonded length plus 50% of the bonded length.

If the movement measured is not within the above specified limits, the anchor will be rejected. In that case, install a replacement anchor at no cost to the Department.

- Proof load every anchor to not less than 133 percent of its design loading. During the proof loading operation, the prestressing force shall not be more than 80 percent of the guaranteed ultimate strength of the prestressing steel. The duration of the proof loading shall be 2 minutes. Successively apply and record total movements for the following load increments to the test load: 0.25DL, 0.50DL, 0.75DL, 1.00DL, 1.20DL, 1.33DL (i.e., the test load). Hold the test load for 2 min. and record the movement. If the anchor movement exceeds 0.02 in. during the 2 min. hold, proceed as described in the performance test section with the test load held for a total of 60 min. The prestressing force must be transferred (locked-off) at a level of between 10 and 70 percent of its guaranteed ultimate tensile strength as required to provide the design loads shown on the plans.
- Performance testing of 5 percent or a minimum of 3 anchors, whichever is greater, shall be performed in accordance with the following procedures

The performance test shall be made by incrementally loading and unloading the anchor in accordance with the following schedule. All loads except the maximum test load need only be held long enough to obtain the movement reading.

Performance Test Schedule

AL	AL
0.25 DL	0.25 DL
AL	0.50 DL
0.25 DL	0.75 DL
0.50 DL	1.00 DL
AL	1.20 DL
0.25 DL	AL
0.50 DL	0.25 DL
0.75 DL	0.50 DL
AL	0.75 DL
0.25DL	1.00 DL
0.50 DL	1.20 DL
0.75 DL	1.33 DL Maximum Test Load
1.00 DL	AL

AL - Alignment Load; DL - Design Load

The maximum test load will be held for 10 min. Record the anchor movement with respect to a fixed reference at 1, 2, 3, 4, 5, and 10 min. If the movement between 1 min. and 10 min. exceeds 0.04 in., the test will be continued for an additional 50 min. If the test is extended, record the movement at 15, 20, 30, and 60 min. Measure time after reaching the 1.33 DL increment. If the movement exceeds 0.08 in. during the 50 min. hold (i.e. from 10 min. to 60 min.) the anchor will be rejected and considered a failure.

- If anchor fails at a certain pre-assigned location, the Contractor has the option to offset the anchor location at a distance of 3 times the sleeve diameter. The Contractor will submit shop drawings for additional locations for the approval by the Engineer.
- Prior to final grouting, perform lift off tests 48 hr. after the initial tensioning on the first permanent ground anchor and on the same anchors for which performance testing was carried out on. Ensure the lift off load within 10% of the lock off load.
- Perform final grouting of the anchor plate area as indicated on the plans within 3 days after tensioning and lift off tests for an anchor have been completed.

Ground anchors will be considered acceptable if the anchor movement in any testing does not exceed the 0.08 in per log cycle of time. The anchor movements must also fall within the limits stated in Article 6.E.3 above.

Anchors which fail to attain the maximum test load required as stated above may be incorporated into the anchorage system at a load capacity equal to one half their failure loads. The failure load is the load indicated by the pressure gauge 10 min. after failure occurs. Install additional anchors to replace or supplement the failed anchor. The Contractor is responsible for the entire cost of installing any required additional anchors, or changes in the original anchor design.

7. MEASUREMENT

This Item will be measured by linear foot of fully acceptable anchors complete in place.

8. 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 "Prestressed Ground Anchors." This price is full compensation for work performed, materials furnished, labor, tools, equipment, and incidentals. Prestressed ground anchor tests are subsidiary to this item.

Special Specification 6001

Portable Changeable Message Sign



1. DESCRIPTION

Furnish, operate, and maintain portable trailer mounted changeable message sign (PCMS) units.

2. MATERIALS

Furnish new or used material in accordance with the requirements of this Item and the details shown on the plans. Provide a self-contained PCMS unit with the following:

- Sign controller
- Changeable Message Sign
- Trailer
- Power source

Paint the exterior surfaces of the power supply housing, supports, trailer, and sign with Federal Orange No. 22246 or Federal Yellow No. 13538 of Federal Standard 595C, except paint the sign face assembly flat black.

2.1. **Sign Controller.** Provide a controller with permanent storage of a minimum of 75 pre-programmed messages. Provide an external input device for random programming and storage of a minimum of 75 additional messages. Provide a controller capable of displaying up to 3 messages sequentially. Provide a controller with adjustable display rates. Enclose sign controller equipment in a lockable enclosure.

2.2. **Changeable Message Sign.** Provide a sign capable of being elevated to at least 7 ft. above the roadway surface from the bottom of the sign. Provide a sign capable of being rotated 360° and secured against movement in any position.

Provide a sign with 3 separate lines of text and 8 characters per line minimum. Provide a minimum 18 in. character height. Provide a 5 × 7 character pixel matrix. Provide a message legibility distance of 600 ft. for nighttime conditions and 800 ft. for normal daylight conditions. Provide for manual and automatic dimming light sources.

The following are descriptions for 3 screen types of PCMS:

- **Character Modular Matrix.** This screen type comprises of character blocks.
- **Continuous Line Matrix.** This screen type uses proportionally spaced fonts for each line of text.
- **Full Matrix.** This screen type uses proportionally spaced fonts, varies the height of characters, and displays simple graphics on the entire sign.

2.3. **Trailer.** Provide a 2 wheel trailer with square top fenders, 4 leveling jacks, and trailer lights. Do not exceed an overall trailer width of 96 in. Shock mount the electronics and sign assembly.

2.4. **Power Source.** Provide a diesel generator, solar powered power source, or both. Provide a backup power source as necessary.

2.5. **Cellular Telephone.** When shown on the plans, provide a cellular telephone connection to communicate with the PCMS unit remotely.

3. CONSTRUCTION

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

Maintain the PCMS units in good working condition. Repair damaged or malfunctioning PCMS units as soon as possible. PCMS units will remain the property of the Contractor.

4. MEASUREMENT

This Item will be measured by each PCMS or by the day used. All PCMS units must be set up on a work area and operational before a calendar day can be considered measurable. When measurement by the day is specified, a day will be measured for each PCMS set up and operational on the worksite.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Portable Changeable Message Sign." This price is full compensation for PCMS units; set up; relocating; removing; replacement parts; batteries (when required); fuel, oil, and oil filters (when required); cellular telephone charges (when required); software; and equipment, materials, tools, labor, and incidentals.

Special Specification 6064

Intelligent Transportation System (ITS) Pole with Cabinet



1. DESCRIPTION

Furnish, install, relocate, or remove Intelligent Transportation System (ITS) pole structures and pole mounted cabinets of the various types and sizes at locations shown on the plans, or as directed.

1.1. **ITS Equipment Application.** At a minimum, the ITS pole structure serves as the structural support for the following ITS equipment applications:

- closed circuit television (CCTV),
- fixed video,
- microwave vehicle detector (MVD) or radar vehicle sensing device (RVSD),
- bluetooth equipment,
- wireless radio equipment,
- environmental sensor station (ESS),
- solar power system, and
- pole mounted cabinets.

Ensure the equipment, design, and construction use the latest available techniques with a minimum number of different parts, subassemblies, circuits, cards, and modules to maximize standardization and commonality.

Design the equipment for ease of maintenance. All component parts must be readily accessible for inspection and maintenance. The only tools and test instruments required for maintenance by maintenance personnel must be simple hand held tools, basic meters and oscilloscopes.

2. MATERIALS

Provide materials that comply with the details shown on the plans or as directed, the requirements of this Item, and the pertinent requirements of the following Items:

- Item 416, "Drilled Shaft Foundations,"
- Item 421, "Hydraulic Cement Concrete,"
- Item 440, "Reinforcement for Concrete,"
- Item 441, "Steel Structures,"
- Item 442, "Metal for Structures,"
- Item 445, "Galvanizing,"
- Item 449, "Anchor Bolts,"
- Item 496, "Removing Structures,"
- Item 618, "Conduit,"
- Item 620, "Electrical Conductors," and
- Item 740, "Graffiti Removal and Anti-Graffiti Coating".

2.1. **Anchor Bolts.** Provide anchor bolts, nuts, and washers that conform with the details shown on the plans, the requirements of this Item, and in accordance with Item 449, "Anchor Bolts."

Furnish "medium strength, mild steel" anchor bolts for anchor bolts 1 in. or less in diameter, unless otherwise shown on the plans. Furnish "alloy steel" anchor bolts for anchor bolts greater than 1 in. diameter, unless otherwise shown on the plans.

- 2.2. **ITS Poles.** Provide material for pole shafts that conforms to the requirements on the plans and the requirements of ASTM A1011 SS Grade 50, A572 Grade 50, A1011 HSLAS Grade 50, or A595 Grade A. Material thicknesses in excess of those stipulated under A1011 will be acceptable providing it meets all other ASTM A1011 requirements and the requirements of this specification. A595 Grade A material must have a minimum of 50 ksi yield strength adjacent to base welds after fabrication.

Fabrication plants that produce steel ITS poles must be approved in accordance with DMS-7380, "Steel Non-Bridge Member Fabrication Plant Qualification." The Department maintains an MPL of approved ITS pole fabrication plants.

- 2.3. **ITS Pole Mounted Cabinet.** Provide ITS pole mounted cabinets to house ITS field equipment as shown on the plans or as directed. ITS equipment applications inside the cabinet may include, but is not limited to:

- CCTV field equipment,
- fixed video,
- radar vehicle sensing device (RVSD),
- dynamic message sign (DMS) or lane control signal (LCS) controller,
- bluetooth equipment,
- highway advisory radio (HAR),
- media conversion equipment,
- hardened ethernet switch,
- wireless radio equipment,
- environmental sensor station (ESS),
- roadway weather information system (RWIS), and
- solar power system.

Provide the cabinet with fully wired back panels, with all the necessary terminal boards, wiring, harnesses, connectors and attachment hardware for each cabinet location. Place all terminals and panel facilities on the lower portion of the cabinet walls below all shelves.

Typically, an ITS pole mounted cabinet may contain, but is not limited to, the following:

- 19-in. EIA rack,
- adjustable shelves,
- fan and thermostat,
- cabinet light,
- back panel,
- surge protection,
- terminal strips,
- interconnect harnesses with connectors,
- "Door Open" connection to back panel,
- ITS equipment hardware (as listed in Article 2.3), and
- all necessary installation and mounting hardware.

Ensure all cabinets are identical in size, shape and quality for each type as provisioned on the plans or as directed. Equip and configure the cabinet set-up as defined in this Specification and as detailed in the ITS pole with cabinet standards.

Submit details of the cabinet design and equipment layout for each cabinet to the Engineer for review and approval before fabrication.

2.4. Electrical Requirements.

2.4.1. **Primary Input Power Interruption.** Use material that meets all the requirements in Section 2.1.4., "Power Interruption" of the National Electrical Manufacturers Association (NEMA) Standard TS2 for traffic control system, or most current version.

2.4.2. **Power Service Transients.** Use material that meets all the requirements in Section 2.1.6., "Transients" of the NEMA Standard TS2 for traffic control system, or most current version.

2.4.3. **Power Service Protection.** Ensure that equipment contains readily accessible, manually resettable or replaceable circuit protection devices (such as circuit breakers or fuses) for equipment and power source protection. Provide circuit breakers or fuses sized such that no wire, component, connector, PC board or assembly is subjected to sustained current in excess of their respective design limits upon failure of any single circuit element or wiring.

2.4.4. **Power Distribution Panel.** Provide cabinets with a 120 VAC +/- 5 VAC power distribution panel. Provide the following components on the panel:

2.4.4.1. **Duplex Receptacles.** Provide two 120 VAC NEMA Type 5-15R duplex receptacles, or as shown on the plans, protected by a circuit breaker. Permanently label duplex receptacles "For Internal ITS Equipment Only." Install duplex receptacles in an isolated location and provide a clear 1/8 in. thick removable cover made from transparent thermoplastic material to cover the duplex receptacles. Ensure this cover is installed as not to interfere with the functional operation within the cabinet and allows enough space to plug in AC adapters and any necessary equipment. Submit alternative cover material for approval as part of the documentation submittal requirement.

2.4.4.2. **Ground Fault Circuit Interrupter (GFCI) Duplex Receptacles.** Provide at least one 120 VAC NEMA Type 5-15R GFCI duplex receptacle, or as shown on the plans, protected by a circuit breaker. This GFCI duplex receptacle is intended for maintenance personnel and is not to be used to serve equipment inside the cabinet. Permanently label GFCI duplex receptacles "For Personnel Use." Install GFCI duplex receptacles in a readily accessible location.

Provide a 120 VAC, rack mountable outlet strip with 6 NEMA Type 5-15R receptacles with surge suppression. Plug outlet strip into GFCI duplex receptacle and label for personnel use.

Circuit Breakers. Determine the ampere rating, quantity, and configuration for main, accessory, spare, and equipment circuit breakers to support ITS equipment loads as shown on the plans. Provide Underwriters Laboratories (UL) 489 listed circuit breakers capable of operating in accordance with Section 2, "Environmental Standards and Test Procedures" of NEMA TS2-2003, or most current version. Provide circuit breakers with an interrupt capacity of 5,000 A. and insulation resistance of 100 megohms at 500 VDC. Provide minimum ampere rating for the following circuit types:

2.4.4.2.1. **Main Breaker.** Size the main circuit breaker such that the load of all branch circuits is less than the main circuit breaker ampere rating in accordance with the most current version of the National Electrical Code (NEC).

2.4.4.2.2. **Accessory Breaker.** Minimum 15 A. Size accessory circuit breaker to protect lighting, door switches, fans, and GFCI duplex receptacle in accordance with the most current version of the NEC.

2.4.4.2.3. **Equipment Breakers.** Minimum 15 A. Size equipment circuit breaker to protect ITS equipment and duplex receptacles in accordance with the most current version of the NEC.

2.4.4.2.4. **Spare Equipment Breaker.** Minimum 20 A. Provide one spare equipment breaker for future use.

Furnish breakers, which are in addition to any auxiliary fuses, with the electronic equipment to protect component parts. Provide 3-terminal lightning arrestor to protect the load side of all circuit breakers. Connect

the arrester into the circuit with size 8 AWG or larger stranded copper conductors. Connect arrester to the line filter as recommended by the manufacturer.

- 2.4.4.3. **Power Line Surge Protection.** Provide and install power line surge protection devices that meet the requirements of Article 2.6.
- 2.4.4.4. **Power Cable Input Junction Terminals.** Provide power distribution blocks suitable for use as a power feed and junction points for 2 and 3 wire circuits. Accommodate up to No. 4 AWG conductors on the line side of each circuit. Provide appropriate sized lugs at the junction terminals for conductors larger than a No. 4 AWG when shown on the plans.

Electrically isolate the AC neutral and equipment ground wiring from the line wiring by an insulation resistance of at least 10 megohms when measured at the AC neutral. Color code the AC neutral and equipment grounding wiring white and green respectively in accordance with the most current version of the NEC.

Utilize the back panel to distribute and properly interconnect all cabinet wiring related to the specific complement of equipment called out on the plans. Each item of equipment including any furnished by the Department must have the cable harness properly terminated at terminal boards on the back panel. Ensure all functions available at the equipment connector are carried in the connector cable harness to the terminal blocks from the power distribution panel mounted on the left side panel of the cabinet.

- 2.4.5. **Alternative Power Option.** When shown on the plans, accommodate renewable electrical power source for the design load specified in accordance with "ITS Solar Power System" Specification. Renewable electrical power source may, or may not, be integrated with public utility electrical services, as shown on the plans or as directed. Accommodate solar system components including batteries and solar charge controller when shown on the plans.

- 2.4.6. **Wiring.** Ensure all cabinet wiring identified by the use of insulated pre-printed sleeving slipped over the wire before attachment of the lug or making the connection. Supply enough text on wire markers in plain words or abbreviations with sufficient level of detail so that a translating sheet will not be required to identify the type and size of wire.

Cut all wires to the proper length before assembly. Ensure no wires are doubled back to take up slack. Ensure harnesses to connectors are covered with braided cable sleeves. Secure cables with nylon cable clamps.

Provide service loops to facilitate removal and replacement of assemblies, panels and modules. Use insulated parts and wire rated for at least 600 V. Color-code harnesses and wiring.

Route and bundle all wiring containing line voltage AC separately and shield from all low voltage, i.e., control circuits. Cover all conductors and live terminals or parts, which could be hazardous to maintenance personnel, with suitable insulating material.

Provide AC internal cabinet wiring identified in accordance with the most current version of the NEC. Provide white insulated conductors for AC neutral. Provide green insulated conductors for equipment ground. Provide any color different from the foregoing on other conductors in accordance with the most current version of the NEC. For equipment that requires grounding, provide grounding conductors and do not use conduit for grounding. Provide No. 22 AWG or larger stranded conductors for internal cabinet wiring. Provide conductors that are UL-listed THHN in accordance with the most current version of the NEC. Ensure the insulation has at least a thickness of 10 mm. Ensure all wiring containing line voltage is at least size No. 14 AWG. No strands of any conductor may be trimmed to "fit" the wiring into the breaker or terminal block.

- 2.4.7. **Terminal Strips.** Provide terminal strips located on the back panel that are accessible to the extent that it is not necessary to remove the electronic equipment from the cabinet to make an inspection or connection.

Ensure terminal blocks are 2 position, multiple pole barrier type.

Provide shorting bars in each of the positions provided along with an integral marking strip.

Arrange terminal blocks such that they will not upset the entrance, training and connection of incoming field conductors.

Identify all terminals with legends permanently affixed and attached to the terminal blocks.

Ensure not more than 3 conductors are brought to any 1 terminal screw.

Ensure no electrically energized components or connectors extend beyond the protection afforded by the barriers.

Locate all terminal blocks below the shelves.

Ensure terminals used for field connections are secure conductors by means of a No. 10-32 nickel or cadmium plated brass binder head screw.

Ensure terminals used for interwiring connections, but not for field connections, are secure conductors by means of a No. 5-32 nickel plated brass binder head screw.

Terminate all connections to and from the electronic equipment to an interwiring type block. These blocks will act as intermediate connection points for all electronic equipment input and output.

Provide termination panels that are used to distribute and properly interconnect all cabinet wiring related to the specific complement of equipment as shown on the plans. Provide properly terminated cable harnesses for each item including any furnished by the Department. Provide all functions available at the equipment terminals that are carried in the connector cable harness.

- 2.4.8. **Cabinet Internal Grounding.** The cabinet internal ground consists of at least 1 ground bus-bar permanently affixed to the cabinet and connected to the grounding electrode.

Use bare stranded No. 4 AWG copper wire between bus-bars and between the bus-bar and grounding electrode when providing multiple bus-bars.

Ensure each copper ground bus-bar has a minimum of 12 connection points, each capable of securing bare conductor ranging in size from No 4 AWG to No 14 AWG.

Return AC neutral and equipment ground wiring to these bus-bars.

- 2.4.9. **Door Switch.** Provide door switch meeting the following requirements:

- momentary, pin-type door switch,
- installed in the cabinet or on the door, and
- connected to a terminal so that the equipment installed in the cabinet can confirm input is connected to logic ground when the cabinet door is open.

Provide 2 momentary, pin type door switches for each door provided with the cabinet. Wire 1 switch to turn on the cabinet lights when the door is open and off when the door is closed. Wire the other in parallel to a terminal block to detect a cabinet intrusion condition.

- 2.5. **Mechanical Requirements.**

- 2.5.1. **Size and Construction.** Provide ITS pole mounted cabinets meeting the configuration types detailed in the Statewide ITS pole with cabinet standards.

Table 1
Minimum Cabinet Internal Dimensions

	Depth (in.)	Width (in.)	Height (in.)
Type 1	12 ¹	24	24
Type 2	18	24	36
Type 3	20	24	41

1. Minimum dimension for cabinet provided without EIA 19 in. rack assembly.
Provide 18 in. minimum depth when providing EIA 19 in. rack assembly.

Determine the suitability of the listed cabinet configuration types for the equipment at each field location identified on the plans or as desired.

- 2.5.2. **Ventilation.** Provide the cabinet with vent openings to allow cooling of electronic components.

Locate louvered air intake vent openings on the lower portion of the cabinet doors and covered fully on the inside with a commercially available disposable 3 layer graded pleated type filter of minimum size 6 in. (high) x 12 in. (wide) for Type 1 cabinet and 12 in. (high) x 16 in. (wide) for Type 2 and 3 cabinets. Size the louvered intake area and filter to allow maximum filtered air flow and cooling, securely mounted so that any air entering the cabinet must pass through the filter. Ensure the cabinet opening for intake of air is large enough to accommodate filter size. Screen the exhaust to prevent entry of insects. Provide the screen openings no larger than 0.0125-sq. in.

Provide a, minimum of 2, thermostatically controlled fans that are adjustable with an adjustment range of 70 to 110°F. Provide a press-to-test switch to test the operation of the fan. Provide a fan with a capacity of at least 110 cfm each.

There is no opening on the roof of the cabinet.

- 2.5.3. **Lighting.** Provide minimum 15 W fluorescent fixtures above each door inside the cabinet, each with clear shatter proof lens. NEMA TS2 rated light-emitting diode (LED) fixtures are acceptable instead of fluorescent light fixtures. Determine the appropriate number of fixtures to achieve at least 1000 lumens to illuminate the equipment. Position the fixtures to provide illumination to the face of the equipment in the cabinet and not into a technician's eyes.

- 2.5.4. **Exterior Finish.** Provide cabinets with a smooth aluminum finish and the exterior in its unpainted natural color.

When shown on the plans or as directed, provide cabinets with an anti-graffiti coating in accordance with Item 740 "Graffiti Removal and Anti-Graffiti Coating."

- 2.5.5. **Serial Number.** Provide the cabinets with a serial number unique to the manufacturer, preceded by an assigned 2 letter manufacturer's code. Provide at least a 0.2 in. letter height. Stamp the entire identification code and number on a metal plate which is riveted to the cabinet, stamp directly on the cabinet wall, or engrave on a metalized mylar plate that is epoxied on the upper right hand cabinet side wall.

- 2.5.6. **Modular Design.** Provide cabinets that have a modular design and allows ITS equipment to be installed in a variety of mounting configurations as detailed on the plans or as directed.

Provide Type 1 and Type 2 cabinets with 2 unistrut or DIN rail channels on each side wall of the cabinet for mounting power panel and auxiliary ITS equipment. Provide a 19 in. EIA rack assembly only when noted on the plans or in the general notes.

Provide Type 3 cabinets with an EIA 19 in. rack assembly, sized appropriately based on cabinet type inside height dimension and is accessible from either door. Provide a rack with a minimum of one 1RU (RU = rack

unit) horizontal power strip. Provide 2 unistrut or DIN rail channels on each side wall of the cabinet for mounting power panel and auxiliary ITS equipment.

- 2.5.7. **Shelves.** Provide adjustable shelves in each cabinet as required to support the equipment as specified on the plans. Ensure shelf adjustment at 1 RU intervals in the vertical position. Provide shelves that can be mounted to an EIA 19 in. rack cage or unistrut channel as detailed in the standards.

Provide shelves that are removable and capable of supporting the electronic equipment. Provide a minimum of 2 in. between the back and front edge of the shelf to back inside wall and door of the cabinet respectively to allow room for the equipment cables and connectors.

Provide each cabinet type with at least 1 slide out drawer with telescoping drawer guides to allow full extension from the rack frame. Provide at least 1.75 in. (high) x 16 in. (wide), drawer sized appropriately for the cabinet with a hinged lid to allow access to storage space.

- 2.5.8. **Mounting Hardware.** Provide cabinets with the appropriate "U" channel mounting brackets, stiffening plates, anchor bolts, and any other necessary hardware to mount the cabinet on the ITS pole structure. Provide mounting brackets made of 0.250 in. thick steel.

Weld cabinet mounting plates to the pole. This may be done in the field for transport reasons. Do not band the cabinet or mounting plates to the pole. Design the cabinet for pole mounting and reinforce at the points of attachment to the pole

- 2.6. **Surge Protective Devices (SPD).** Provide SPDs to protect electronics from lightning, transient voltage surges, and induced current. Install SPDs on all power, data, video, and any other conductive circuit.

- 2.6.1. **120 V or 120/240 V SPD at Service and ITS Cabinet Power Distribution Panel.** Install an SPD at the closest termination or disconnection point where the supply circuit enters the cabinet. Locate the SPD on the load side of the cabinet power distribution panel breakers and ahead of any and all electronic devices. Keep leads as short as possible with all conductor bends formed to the maximum possible radius. Connect the SPD ground lead directly to the ground bus. Use of wire nuts is prohibited. Install in accordance with manufacturers recommendations.

Provide UL Listed Type 1 or Type 2 SPD and labeled to UL 1449 Third Edition, posted at UL.com, under Certifications UL Category Code VZCA, and have a 20 kA I-nominal rating. Provide SPD rated as NEMA 4. SPD with integral EMI/RFI line filtering may be required if shown on the plans.

Do not exceed 700 V on the Voltage Protection Rating (VPR) on any mode (L-N, L-G, and N-G).

Do not exceed 150 V on the Maximum Continuous Operating Voltage (MCOV).

Equal or exceed 40 kA the SPD surge current rating per mode (L-N), (L-G), (N-G).

Equal or exceed 50 kA or the available short circuit current, whichever is higher for the SPD Short Circuit Current Rating (SCCR).

Provide SPD with directly connected Metal Oxide Varistors (MOV) exceeding 32 mm in diameter with thermal safety disconnectors. Gas tube and spark gap SPD are not be permitted. Ensure each MOV's operational status can be monitored via visual indicator, including N-G mode.

Provide SPD with one set of Normally Open (NO), Normally Closed (NC) Form C contacts for remote monitoring.

Ensure the SPD utilized for AC power does not dissipate any energy and does not provide any series impedance during standby operation. Return the unit to its non-shunting mode after the passage of any surge and do not allow the shunting of AC power

- 2.6.2. **Parallel SPD for 120 V Equipment.** Install an SPD inside of the cabinet on the power distribution to the equipment. Keep leads as short as possible with all conductor bends formed to the maximum possible radius. Connect the SPD ground lead directly to the ground bus. Use of wire nuts is prohibited. Install in accordance with manufacturers recommendations.

Provide UL Listed Type 1 or Type 2 SPD labeled to UL1449 Third Edition, posted at UL.com, under Certifications UL Category Code VZCA, and have a 20 kA I-nominal rating. Provide SPD rated as NEMA 4.

Do not exceed 700 V on the Voltage Protection Rating (VPR) on any mode (L-N and N-G).

Do not exceed 150 V on the Maximum Continuous Operating Voltage (MCOV).

Equal or exceed 40 kA the SPD surge current rating per mode (L-N) and (N-G).

Equal or exceed 50 kA or the available short circuit current, whichever is higher for the SPD Short Circuit Current Rating (SCCR).

Provide SPD with directly connected Metal Oxide Varistors (MOV) exceeding 32 mm in diameter with thermal safety disconnectors. Gas tube and spark gap SPD are not be permitted. Ensure each MOV's operational status can be monitored via visual indicator, including N-G mode.

Provide SPD with one set of Normally Open (NO), Normally Closed (NC) Form C contacts for remote monitoring.

- 2.6.3. **Low-Voltage Power, Control, Data and Signal Systems SPD.** Install a specialized SPD on all conductive circuits including, but not limited to, data communication cables, coaxial video cables, and low-voltage power cables. Ensure that these devices comply with the functional requirements shown in Table 2 for all available modes (i.e., power L-N, N-G; data and signal center pin-to-shield, L-L, L-G, and shield-G where appropriate).

These specialized SPD must have an operating voltage matching the characteristics of the circuit. Ensure that these specialized SPD are UL 497B or UL 497C Listed, as applicable.

Provide the SPD with 3 stages of surge suppression in a Pi (π) configuration. The first stage (primary side) consists of parallel-connected Gas Discharge Tubes (GDTs). The second stage consists of a series connected resistor or inductor. The third stage (secondary side) consists of parallel-connected transorbs or silicone avalanche diodes (SADs).

Ground the SPD to the DIN rail and a wire terminal connection point. (Grounding solely through the DIN rail connection is not adequate and does not meet the performance or intent of this specification.)

Install coaxial SPDs in a manner that prevents ground loops and resulting signal deterioration. This is usually caused where the cable has different references to ground at either end and connecting SPDs at both ends that have only Pin to Shield protection completes a ground loop circuit through the Shield. SPDs having Pin to Shield protection, and separate Shield to Ground protection are acceptable to eliminate ground loops.

Table 2
SPD Minimum Requirements

Circuit Description	Maximum Continuous Operating Voltage (MCOV)	Frequency/ Bandwidth/ Data Rate	Surge Capacity	Maximum Let-Through Voltage
12 VDC	15-20 V	N/A	5 kA per mode (8x20 μ s)	<150 Vpk
24 VAC	30-55 V	N/A	5kA per mode (8x20 μ s)	<175 Vpk
48 VDC	60-85 V	N/A	5 kA per mode (8x20 μ s)	<200 Vpk
Coaxial Composite Video	4-8 V	Up to 1.5 GHz	10 kA per mode (8x20 μ s)	<100 Vpk
RS422/RS485	8-15 V	Up to 10 Mbps	10 kA per mode (8x20 μ s)	<30 Vpk
T1	13-30 V	Up to 10 Mbps	10 kA per mode (8x20 μ s)	<30 Vpk
Ethernet Data	7-12 V	Up to 100 Mbps	3kA per mode (10x1000 μ s)	<30 Vpk

- 2.7. **Environmental Design Requirements.** Provide cabinets that meet the functional requirements of this Item during and after subsection to any combination of the following requirements:
- ambient temperature range of -30 to 165°F,
 - temperature shock not to exceed 30°F per hour, during which the relative humidity does not exceed 95%,
 - relative humidity range not to exceed 95% over the temperature range of 40 to 110°F, and
 - moisture condensation on all surfaces caused by temperature changes.
- 2.8. **Vibration.** Material used must show no degradation of mechanical structure, soldered components, plug in components or satisfactory operation in accordance with the manufacturer's equipment specifications after being subjected to the vibration test as described in the NEMA standard TS2, Section 2.2.8, "Vibration Test", or the latest revision.

3. FABRICATION

- 3.1. **Anchor Bolts.** Fabricate anchor bolts, nuts, and washers in accordance with the details shown on the plans and Item 449, "Anchor Bolts." Galvanize these items in accordance with Item 445, "Galvanization."
- Provide 2 circular steel templates as shown on the plans conforming to ASTM A36 for each assembly. Tack weld the lower anchorage nuts to the lower template in the shop. Perform this welding with an appropriate jig to ensure that the anchor bolt is perpendicular to the template. Shipping of the anchor bolt cage in its assembled condition is not required.

- 3.2. **ITS Poles.** Fabricate ITS poles in accordance with the details shown on the plans, this Item, and Item 441, "Steel Structures." Alternate designs are not acceptable unless approved by the Department.

Provide properly fitting components. Provide round, octagonal (8-sided), or dodecagonal (12-sided) pole shafts tapered to the heights shown on the plans.

Permanently mark, at a visible location when erected, ITS pole base plates with the design wind speed. Locate the handholes, as shown on the plans, opposite of the direction of traffic flow.

Permanently mark, at a visible location when erected, ITS pole base plates with the fabrication plant's insignia or trademark. Place the mark on the pole base plate adjacent to the handhole access compartment.

Provide circumferential welds only at the ends of the shaft. Provide no more than 2 longitudinal seam welds in shaft sections. Grind or smooth the exterior of longitudinal seam welds to the same appearance as other shaft surfaces. Ensure 100% penetration within 6 in. of circumferential base welds and 60% minimum penetration at other locations along the longitudinal seam welds. Use a welding technique that minimizes acid entrapment during later galvanizing. Hot-dip galvanize all fabricated parts in accordance with Item 445, "Galvanizing."

Fabricate air terminal and bracket assembly to serve as a lightning arrestor in accordance with ITS pole air terminal details and IEEE standards for lightning protection. Bond air terminal with air terminal bracket via clad weld or other approved bolted connection.

- 3.3. **Cabinet.** Continuously weld all exterior seams for cabinet and doors. Fill edges to a radius of 0.03125 in. minimum. Smooth exterior welds.

Welding on aluminum cabinets are done by the gas metal arc (MIG) or gas tungsten arc (TIG) process using bare aluminum welding electrodes. Ensure electrodes conform to the requirements of the American Welding Society (AWS) A5.10 for ER5356 aluminum alloy bare welding electrodes.

Procedures, welding machines and welding machine operators for welding on aluminum must be qualified and conform with the requirements of AWS B3.0, "Welding Procedures and Performance Qualification", and to the practices recommended in AWS C5.6.

Construct all cabinets of welded sheet aluminum with a thickness of at least 0.125 in. meeting NEMA 3R standards. Do not allow wood, wood fiber product, or flammable products in the cabinet. Seal cabinet structure to prevent the entry of rain, dust, and dirt.

Provide a sunshield on the exterior top of the cabinet to reflect solar rays and mitigate temperature build-up inside the cabinet. Construct sunshield out of 0.125 in. thick aluminum and provide a minimum of 1.25 in. clearance above the top of cabinet secured in four locations.

Attach aluminum lifting eyes or ears to the top of the cabinet to permit lifting the cabinet with a sling. Lifting eyes may be permanently fabricated to the cabinet frame as long as they do not interfere with the construction and operation of the sunshield. Manufacturer may provide removable lifting eyes that can be removed after installation. Seal any penetrations to the cabinet exterior or sunshield after removal of lifting eyes.

Ensure cabinets conform to the requirements of ASTM designation: B209 for 5052-H32 aluminum sheet.

- 3.3.1. **Door.** Provide sturdy and torsionally rigid cabinet doors that substantially cover the full area of the cabinet access opening. Attach cabinet doors by a minimum of 2 heavy duty hinges or full length hinge. Provide stainless steel hinge pins.

Fabricate the doors and hinges to withstand a 100 lb. per vertical ft. force applied to the outer edge of the door when open without permanent deformation or impairment of the door or cabinet body when the load is removed.

Fit the cabinet doors with Number 2 Corbin locks and aluminum or chrome plated handles with a minimum 3/8 in. drive pin and a 3 point latch. Design the lock and latch so that the handles cannot be released until the lock is released. Provide a locking ring for a padlock along with a padlock. Provide 2 keys for the door and 2 keys for the padlock with each cabinet. Locate the lock clear of the arc of the handle. Keys must be removable in the locked position only. Mount locks with 2 stainless steel machine screws. Provide cabinet doors with a catch mechanism to hold the door open at 2 positions: 90° and 120°.

Fabricate the door and door stop mechanism to withstand a simulated wind load of 5 lb. per sq. ft. applied to both inside and outside surfaces without failure, permanent deformation, or compromising of door position.

Provide cabinets without auxiliary police doors.

Provide a gasket to act as a permanent and weather resistant seal at the cabinet door facing. The gasket material must be of a non-absorbent material and maintain its resiliency after long term exposure to the outdoor environment.

Provide a gasket with a minimum thickness of 0.25 in. Locate the gasket in a channel provided for this purpose either on the cabinet or on the door. An "L" bracket is acceptable instead of this channel if the gasket is fitted snugly against the bracket to insure a uniformly dust and weather resistant seal around the entire door facing.

3.3.2. **Mechanical Components.** Ensure all external screws, nuts, and locking washers are stainless steel. Do not use self-tapping screws unless specifically approved by the Engineer.

Ensure all parts are made of corrosion resistant material, such as plastic, stainless steel, aluminum or brass.

Ensure all materials used in construction are resistant to fungus growth and moisture deterioration.

Separate dissimilar metals by an inert dielectric material.

4. CONSTRUCTION

4.1. **Installation.** Locate ITS poles as shown on the plans unless otherwise directed to secure a more desirable location or to avoid conflict with utilities. Stake the ITS pole locations for verification by the Engineer.

Use established industry and utility safety practices when working near underground or overhead utilities. Consult with the appropriate utility company before beginning such work.

Construct foundations for new ITS poles in accordance with Item 416, "Drilled Shaft Foundations," and the details shown on the plans." Orient anchor bolts as shown on the plans. Install conduit per Item 618, Conduit."

Identify all items of a shipment with a weatherproof tag. This tag minimally must identify manufacturer, contract number, and date and destination of shipment.

Erect poles after foundation concrete has attained its design strength as required on the plans and Item 421, "Hydraulic Cement Concrete." Coat anchor bolt threads and tighten anchor bolts in accordance with Item 449, "Anchor Bolts." Do not grout between the base plate and the foundation.

Mount the pole mounted cabinet to the backside of the ITS pole, with door either parallel or perpendicular to the roadway, away from the direction of traffic flow, as shown on the plans. Mount cabinet plumb in all directions.

For ITS pole sites located on slopes greater than 4H:1V, mount the pole mounted cabinet to the backside of the ITS pole, from the perspective parallel to the roadway with the door facing the direction of traffic flow as shown on the plans.

Install grounding conductor from cabinet and ITS pole air terminal inside a minimum 1 in. PVC conduit within the foundation. Bond grounding conductors to the primary ground rod as part of the grounding ring in accordance with the ITS grounding details.

Construct reinforced maintenance pad, when required, with Class A concrete in accordance with Item 421, "Hydraulic Cement Concrete." Provide reinforcing steel in accordance with Item 440, "Reinforcing Steel."

- 4.2. **Relocation.** Before removal of the existing pole structure or cabinet, disconnect and isolate the power cables from the electric power supply and disconnect all cables (power and communication) from the equipment and remove any ITS equipment, associated mounting brackets, pole mounted cabinet, and cabling from the pole structure. Remove existing pole structure as shown on the plans only at such time as authorized by the Engineer.

Inspect the existing pole structure, with a representative from the Department, and document any evidence of structural stress cracks or fatigue before removal. Remove and deliver to the Department, existing pole structures that fail structural inspection to an address to be supplied by the Department.

Remove the existing pole structure in a manner acceptable to the Engineer using a method that does not cause undue overstress or damage to the structure or appurtenances attached.

Use a crane of sufficient capacity to remove the pole. Disconnect and relocate the existing pole structure from and to the foundation as shown on the plans in a manner acceptable to the Engineer.

When the poles are laid down, place the poles on timber cribbing so that the poles lie reasonably straight to prevent any damage or deterioration.

Maintain safe construction and operation practices at all times. Handle the poles in such a manner during removal so as to prevent damage to the pole's exterior finish. The Contractor will be responsible for any damage to poles.

Unless otherwise shown on the plans, remove abandoned concrete foundations, including steel, to a depth of at least 2 ft. below final grade in accordance with Item 496, "Removing Structures." Backfill the excavation with materials equal in composition and density to the surrounding area. Replace any surfacing material with similar material to an equivalent condition.

Supply all new anchor bolts required for the installation of the ITS pole structure. Match bolt dimensions and lengths previously used or as shown on the plans and as directed. Provide anchor bolts in accordance with Item 449, "Anchor Bolts."

Move existing poles to the locations shown on the plans or as directed. Construct new foundations for relocated ITS poles in accordance with Item 416, "Drilled Shaft Foundations," and the details shown on the plans. Install conduit per Item 618, "Conduit." Install existing poles on new foundations in accordance with Section 4.1, "Installation." Do not grout between the base plate and foundation.

- 4.3. **Removal.** Use established industry and utility safety practices when removing poles and assemblies located near overhead or underground facilities. Consult with the appropriate utility company before beginning work.

Inspect the pole and cabinet, where included, with a representative from the Department, and remove any ITS equipment, associated mounting hardware, and cabling still attached to the pole or inside the cabinet before commencing work. Inspect the existing pole and cabinet in place, with a representative from the Department, and document any evidence of damage to the representative before removal.

Before removal of the existing pole structure or cabinet, disconnect and isolate the power cables from the electric power supply and disconnect all cables (power and communication) from the equipment. Remove and coil existing cabling to the nearest ITS ground box or as identified on the plans.

Carefully remove the cabinet from the pole structure. Avoid damage or injury to surrounding objects or individuals. Deliver the cabinet to an address to be supplied by the Department.

Carefully remove the pole from the foundation in accordance with Item 496, "Removing Structures." Avoid damage or injury to surrounding objects or individuals. Separate the pole at the slip-fitted connections, if applicable. If the pole cannot be separated, transport the complete pole or partially separate the pole to make it transportable. Deliver the pole structure to an address to be supplied by the Department.

Unless otherwise shown on the plans, remove abandoned concrete foundations, including steel, to a depth of 2 ft. below final grade in accordance with Item 496, "Removing Structures." Backfill the excavation with materials equal in composition and density to the surrounding area. Replace surfacing material with similar material to an equivalent condition.

4.4. **Testing.**

4.4.1. **Installation.** Unless otherwise shown on the plans, perform the following tests on cabinets supplied through this Item.

4.4.1.1. **Test Procedures Documentation.** Provide 5 copies of the test procedures to include tests identified in Article 4.4.2 through Article 4.4.4 inclusive and blank data forms to the Engineer for review and comment at least 45 days before testing for each test required on this project. Include the sequence of the tests in the procedures. The Engineer will comment, approve, or reject test procedures within 30 days after Contractor submittal of equipment for tests. Contractor to resubmit if necessary rejected test procedures for final approval within 10 days before testing. Review time is calendar days. Conduct all tests in accordance with the approved test procedures. The Department may witness all tests.

Record test data on the data forms and quantitative results. No bid item measurement or payment will be made until the Engineer has verified the test results meet the requirements of the specification. The data forms for all tests, except design approval tests, must be signed by an authorized representative of the Contractor.

Provide written notice to the Engineer within 48 hr. of discovery of any testing discrepancy performed in testing by the contractor. Furnish data forms containing the acceptable range of expected results and measured values.

4.4.1.2. **Design Approval Test.** Conduct a design approval test on 10% of the total number of cabinets supplied as part of the project, with at least one of each type of cabinet used on the project.

Certification from an independent testing laboratory of a successfully completed design approval test is acceptable. Ensure that the testing by this laboratory is performed in accordance with the requirements of this specification. Failure of independent tests to comply with the requirements of this specification will be grounds for rejection of any certification.

Provide a copy of the certification to the Engineer. The data forms for the design approval tests must be signed by an authorized representative (company official) of the equipment manufacturer or by an authorized representative of an independent testing facility.

Notify the Engineer 10 working days before conducting this testing. The Department may witness all the tests. Perform the following tests:

- 4.4.1.2.1. **Power Service Transients.** Provide equipment that meets the performance requirements, specified in this Item, when subjected to the power service transients as specified in NEMA TS2, Section 2.2.7.2, "Transient Tests (Power Service)", or most current version.
- 4.4.1.2.2. **Temperature and Condensation.** Provide equipment that meets the performance requirements, specified in this Item, when subjected to the following conditions in the order specified below:
- stabilize the equipment at -30°F and test as specified in NEMA TS2, Sections 2.2.7.3, "Low-Temperature Low-Voltage Tests" and 2.2.7.4, "Low-Temperature High-Voltage Tests", or most current version.
 - Allow the equipment to warm up to room temperature in an atmosphere with relative humidity of at least 40%. Operate the equipment for 2 hr., while wet, without degradation or failure.
 - Stabilize the equipment at 165°F and test as specified in NEMA TS2, Sections 2.2.7.5, "High-Temperature High Voltage Tests" and 2.2.7.6, "High-Temperature Low-Voltage Tests", or most current version.
- 4.4.1.2.3. **Relative Humidity.** Provide equipment that meets the performance requirements, specified in this Item, within 30 min. of being subjected to a temperature of 165°F and a relative humidity of 18% for 48 hr.
- 4.4.1.2.4. **Vibration.** Provide equipment that shows no degradation of mechanical structure, soldered components, or plug-in components and will operate in accordance with the manufacturer's equipment specifications after being subjected to the vibration tests as described in NEMA TS2, Section 2.2.8, "Vibration Test", or most current version.
- 4.4.1.2.5. **Power Interruption.** Provide equipment that meets the performance requirements, specified in this Item, when subjected to nominal input voltage variations as specified in NEMA TS2, Section 2.2.10, "Power Interruption Test", or most current version.
- 4.4.1.3. **Stand-Alone Tests.** Conduct a Stand-Alone Test for each cabinet after installation. Exercise all stand-alone (non-network) functional operations consisting of the following, at a minimum:
- 19-inch EIA rack,
 - adjustable shelves,
 - locking mechanism,
 - fan and thermostat,
 - cabinet light,
 - back panel,
 - circuit breakers,
 - surge protection,
 - grounding system,
 - terminal strips,
 - interconnect harnesses with connectors,
 - cabinet attachment to pole,
 - weatherproofing, and
 - "Door Open" connection to back panel.

Notify the Engineer 5 working days before conducting this test. The Engineer may witness all the tests.

- 4.4.1.4. **Consequences of Test Failure.** If a unit fails a test, submit a report describing the nature of the failure and the actions taken to remedy the situation before modification or replacement of the unit. If a unit requires modification, correct the fault and then repeat the test until successfully completed. Correct minor discrepancies within 30 days of written notice to the Engineer. If a unit requires replacement, provide a new unit and then repeat the test until successfully completed. Major discrepancies that will substantially delay receipt and acceptance of the unit will be sufficient cause for rejection of the unit.

Failure to satisfy the requirements of any test is considered a defect and the equipment is subject to rejection by the Engineer. The rejected equipment may be offered again for retest provided all noncompliance has been corrected.

If a failure pattern develops in similar units within the system, implement corrective measures, including modification or replacement of units, to all similar units within the system as directed. Perform the corrective measures within 30 calendar days without additional cost or extension of the contract period.

4.4.1.4.1. **Consequences of Design Approval Test Failure.** If the equipment fails the design approval test, correct the fault within 30 days and then repeat the design approval test until successfully completed.

4.4.1.4.2. **Consequences of Stand-Alone Test Failure.** If the equipment fails the stand-alone test, correct the fault within 30 days and then repeat the stand-alone test until successfully completed.

4.4.2. **Relocation.**

4.4.2.1. **Pre-Test.** Conduct performance testing before removal of ITS pole mounted cabinet. Test the following components or equipment, at a minimum, and document functional operations in the presence of representatives of the Contractor and the Department.

- locking mechanism,
- fan and thermostat,
- cabinet light,
- back panel,
- circuit breakers,
- surge protection system,
- grounding system, and
- "Door Open" connection to back panel.

Ensure that both representatives sign the test report indicating that the equipment has passed or failed each function. Once removed, the equipment becomes the responsibility of the Contractor until accepted by the State. Compare test data before removal and test data after installation.

4.4.2.2. **Post Test.** Testing of the ITS pole mounted cabinet is for the purpose of relieving the Contractor of maintenance of the system. The Contractor will be relieved of the responsibility for maintenance of the system in accordance with Item 7, "Legal Relations and Responsibilities", after a successful test period. The Contractor will not be required to pay for electrical energy consumed by the system.

After all existing ITS equipment has been installed, perform the same functional operation test described under Article 4.4.2.1. Furnish test data forms containing the sequence of tests including all of the data taken and quantitative results for all tests. Submit the test data forms to the Engineer at least 30 days before the day the tests are to begin. Obtain Engineer's approval of test procedures before submission of equipment for tests. Send at least 1 copy of the data forms to the Engineer.

The performance test results after relocation must be equal to or better than the test results before removal. Repair or replace those components within the system which failed after relocation but which passed before removal.

The Department will conduct approved ITS equipment system tests on the field equipment hardware with the central equipment. The tests will, as a minimum, exercise all remote control functions and display the return status codes from the controller.

If any unit fails to pass a test, prepare a report and deliver it to the Engineer. Describe in the report the nature of the failure and the corrective action needed. If the failure is the result of improper installation or damage during reinstallation, reinstall or replace the unit and repeat the test until the unit passes successfully, at no additional cost to the Department or extension of the contract period.

4.5. **Documentation.** Submit documentation for this Item consisting of the following:

4.5.1. **ITS Pole.** Shop drawings should clearly detail the following for the ITS poles submitted for the project:

- physical pole drawings,
- anchor bolts,
- material list,
- lightning suppression,
- weatherheads,
- cabinet Mounting attachments (when cabinet required), and
- grounding system.

4.5.2. **Pole Mounted Cabinet.** Shop drawings should clearly detail the following for ITS pole mounted cabinets when required as shown on the plans:

- dimensions,
- shelves,
- door,
- gasket,
- door look,
- materials list,
- exterior finish,
- ventilation,
- terminal strips,
- harnesses,
- filter,
- power distribution panel,
- surge suppression,
- back panel,
- outlets,
- circuit breakers,
- power cable terminals,
- wiring diagrams,
- cabinet grounding,
- environmental parameters, and
- connectors.

Submit shop drawings, signed, sealed, and dated by a registered professional Engineer in Texas showing the fabrication and erection details for each ITS pole including the ITS cabinet and mounting details in accordance with Item 5, "Control of the Work".

Provide at least 2 complete sets of operation and maintenance manuals in hard copy format in addition to a CD/DVD or removable flash drive that include the following:

- complete and accurate schematic diagrams,
- complete installation procedures,
- complete performance specifications (functional, electrical, mechanical and environmental) on the unit,
- complete parts list including names of vendors for parts not identified by universal part number such as JEDEC, RETMA, or EIA,
- pictorial of component layout on circuit board,
- complete maintenance and trouble-shooting procedures,
- complete stage-by-stage explanation of circuit theory and operation,
- recovery procedures for malfunction, and
- instructions for gathering maintenance assistance from manufacturer.

Identify material which is copyrighted or proprietary in nature as part of the documentation submittal. The Department will take proper provisions to secure such material and not distribute without written approval.

Provide Department with certification documentation verifying conformance with environmental and testing requirements contained in the special specification. Certifications may be provided by the manufacturer or through independent labs.

4.6. **Warranty.** The start date of the manufacturer's standard warranty will begin when the stand-alone test plan has been approved. Any equipment with less than 95% of its warranty remaining at the beginning of the stand-alone test will not be accepted by the Department. Guarantee that equipment furnished and installed

for this project performs according to the manufacturer's published specifications. Warrant the equipment against defects or failure in design, materials, and workmanship for a minimum of 5 years or in accordance with the manufacturer's standard warranty if warranty period is greater. Assign, to the Department, all manufacturer's normal warranties or guarantees on all electronic, electrical, and mechanical equipment, materials, technical data, and products furnished for and installed on the project. Repair or replace, at the manufacturer's option, defective equipment during the warranty period at no cost to the Department.

Repair or replace equipment at the Contractor's expense before beginning testing in the event of a malfunction or failure. Furnish replacement parts for all equipment within 30 days of notification of failure by the Department.

5. MEASUREMENT

This Item will be measured as each unit furnished, installed, relocated, or removed as shown on the plans, excluding new foundations and conduit.

6. PAYMENT

- 6.1. **Furnish and Install.** The work performed and materials furnished in accordance with this Item and measured as provided for under "Measurement" will be paid for at the unit price bid for "ITS Pole" of the type and height specified, including COSS/OSB extension, and "ITS Pole Mount Cabinet" of the type and configuration specified. This price is full compensation for furnishing, fabricating, and erecting ITS pole structures as shown on the plans; for furnishing, fabricating, and installing ITS pole mounted cabinets as shown on the plans; for furnishing and placing anchor bolts, nuts, washers, and templates; conducting cabinet testing; and equipment, materials, labor, tools, and incidentals necessary to provide an ITS pole structure or pole mounted cabinet complete in place and ready for the attachment of ITS equipment.

New drill shaft foundations will be paid for under Item 416, "Drilled Shaft Foundations." New conduit will be paid for under Item 618, "Conduit."

- 6.2. **Install Only.** The work performed and materials furnished in accordance with this Item and measured as provided for under "Measurement" will be paid for at the unit price bid for "ITS Pole (Install Only)" of the type and height specified, including COSS/OSB extension, and "ITS Pole Mount Cabinet (Install Only)" of the type and configuration specified. This price is full compensation for erecting ITS pole structures and installing ITS pole mounted cabinets furnished by the Department as shown on the plans; for installing and placing anchor bolts, nuts, washers, and templates; conducting cabinet testing; and equipment, materials, labor, tools, and incidentals necessary to provide an ITS pole structure or pole mounted cabinet, complete in place, and ready for the attachment of ITS equipment.

New drill shaft foundations will be paid for under Item 416, "Drilled Shaft Foundations." New conduit will be paid for under Item 618, "Conduit."

- 6.3. **Relocate.** The work performed and materials furnished in accordance with this Item and measured as provided for under "Measurement" will be paid for at the unit price bid for "ITS Pole (Relocate)" of the type and height specified, including COSS/OSB extension, and "ITS Pole Mount Cabinet (Relocate)" of the type and configuration specified. This price is full compensation for removing existing ITS pole structures or pole mounted cabinets as shown on the plans; removing existing foundations; backfilling and surface placement; hauling and erecting ITS pole structures; hauling and installing ITS pole mounted cabinets; furnishing and placing anchor bolts, nuts, washers, and templates; conducting cabinet testing; and equipment, materials, labor, tools, and incidentals necessary to relocate existing ITS pole structures or pole mounted cabinets, complete in place, and ready for the attachment of ITS equipment.

New drill shaft foundations will be paid for under Item 416, "Drilled Shaft Foundations." New conduit will be paid for under Item 618, "Conduit."

- 6.4. **Remove.** The work performed and materials furnished in accordance with this Item and measured as provided for under "Measurement" will be paid for at the unit price bid for "ITS Pole (Remove)" of the type and height specified, including COSS/OSB extension, and "ITS Pole Mount Cabinet (Remove)" of the type and configuration specified. This price is full compensation for removing existing ITS pole structures and pole mounted cabinets as shown on the plans; removing existing foundations; backfilling and surface placement; loading and hauling; and equipment; materials, labor, tools, and incidentals necessary to complete the removal of existing ITS pole structures and pole mounted cabinets.