



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

April 28, 2021
AGENDA ITEM #13

Discuss and consider approving a contract with The Levy Company, Inc. for construction of the 183A ITS Retrofit Maintenance Project

Strategic Plan Relevance:	Regional Mobility
Department:	Engineering
Contact:	Mike Sexton, P.E., Acting Director of Engineering
Associated Costs:	\$948,643.40
Funding Source:	183A Phase III Project Funds and Renewal and Replacement Fund
Action Requested:	Consider and act on draft resolution

Background/Project Description - The 183A ITS Retrofit Maintenance Project began design in the latter part of 2019 as part of the Authority's first steps of the ITS Master Plan. These retrofit installations will provide much needed ITS equipment along the 183A corridor, allowing improved monitoring of the facility by the Traffic Management Center, decreased incident response times, and better messaging to drivers.

The 183A ITS Retrofit Maintenance Project includes the installation of new conduit, conductors, ground boxes, and sign structures on the 183A corridor between RM 2243 to Avery Ranch Blvd.

Previous Actions/Brief History of the Project/Program -

- In March of 2019, the Authority approved Work Authorization No. 17 with Kapsch TrafficCom to retrofit the ITS system on 183A. The scope of work included installation of new electronics on existing infrastructure and infrastructure that would later be proposed as part of the ITS Retrofit Maintenance Project.
- Later that year, a supplemental to Rodriguez Transportation Group's 183A Phase III Work Authorization #1 was executed, providing necessary funds for the

design.

- Final plans were completed in January 2021 and the project was advertised for bids on February 2, 2021. One bid was received and opened on March 11, 2021.

Action requested - This item will award a construction contract and allow the Executive Director to execute a contract with the lowest responsive bidder.

One bid was received and came in at \$948,643.40 as shown below.

Contractor	Bid Price	Responsive Bid
The Levy Company, Inc.	\$948,643.40	Yes

The lowest responsive and responsible bidder is The Levy Company, Inc at \$948,643.40. The engineer's estimate was \$720,500.

This bid has been reviewed by the Authority staff and the lowest responsive and responsible bidder is The Levy Company.

Staff Recommendation - Staff recommends that the Board award the contract for construction of the 183A ITS Retrofit Maintenance Project and authorize the Executive Director to execute a contract with to the Levy Company, Inc. for an amount of \$948,643.40 for construction of the 183A ITS Retrofit Maintenance Project.

Funding - 183A Phase III Project Funds and Renewal and Replacement Fund

Backup Provided: Draft Resolution
 Draft Contract

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

RESOLUTION NO. 21-0XX

**APPROVING A CONTRACT WITH THE LEVY COMPANY, INC. FOR CONSTRUCTION OF
THE 183A INTELLIGENT TRANSPORTATION SYSTEM (ITS) RETROFIT MAINTENANCE
PROJECT**

WHEREAS, the Mobility Authority is currently implementing the 183A Intelligent Transportation System (ITS) Retrofit Project to update 183A Phases I & II with technology that is consistent with other Mobility Authority facilities in order to provide better traffic management, incident response and communication with area stakeholders; and

WHEREAS, the 183A ITS Retrofit Maintenance Project requires the installation of new conduit, conductors, ground boxes, and sign structures on the 183A corridor between RM 2243 to Avery Ranch Blvd; and

WHEREAS, the Authority advertised for bid proposals on February 2, 2021, and subsequently received one (1) responsive bid for construction of the 183A ITS Retrofit Maintenance Project; and

WHEREAS, Mobility Authority staff reviewed the bid in accordance with the Mobility Authority's procurement policies and determined that the bid in the amount of \$948,643.40 submitted by The Levy Company, Inc. is responsive, mathematically correct, and materially balanced; and

WHEREAS, the Interim Executive Director requests that the Board authorize him to negotiate and execute a contract with The Levy Company, Inc. in the amount of \$948,643.40 for construction of the 183A ITS Retrofit Maintenance Project.

NOW THEREFORE, BE IT RESOLVED that the Board hereby approves the award of a construction contract for the 183A ITS Retrofit Maintenance Project to The Levy Company, Inc.; and

BE IT FURTHER RESOLVED, the Interim Executive Director is hereby authorized and directed to negotiate and execute a contract with The Levy Company, Inc in the amount of \$948,643.40 for the construction of the 183A ITS Retrofit Maintenance Project.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 28th day of April 2021.

Submitted and reviewed by:

Approved:

C. Brian Cassidy, Counsel for the
Central Texas Regional Mobility Authority

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



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

**183A ITS Retrofit
Maintenance Project**

CTRMA Contract No.: 20183A24601C

Bid Documents

Advertisement: February 2, 2021

Central Texas Regional Mobility Authority

183A ITS RETROFIT
MAINTENANCE PROJECT

CONTRACT NO. 20183A24601C

RETROFIT OF INTELLIGENT TRANSPORTATION SYSTEMS (ITS)

BID DOCUMENTS
CONTRACT AND CONTRACT BOND
SPECIAL PROVISIONS
SPECIAL SPECIFICATIONS
PLANS

February 2, 2021

Central Texas Regional Mobility Authority

183A ITS RETROFIT
MAINTENANCE PROJECT

CONTRACT NO. 20183A24601C

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CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

183A ITS RETROFIT MAINTENANCE PROJECT

CONTRACT NO. 20183A24601C

RETROFIT OF INTELLIGENT TRANSPORTATION SYSTEMS (ITS)

INVITATION TO BID

Electronic proposal forms for the above project shall be submitted via the project's CivCast website (<https://www.civcastusa.com/project/5ff5eec30654de743aa739cd/summary>) to the Central Texas Regional Mobility Authority (Authority), by 2:00 PM local time, March 11, 2021. The bids will be publicly posted via the project's CivCast website within 48 hours after the bids are opened.

The contractor will have fifty six (56) working days after the date stated in the written 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:

- Seeding & Vegetative Watering
- Aesthetic DMS Columns
- Structural Steel (Misc Non-Bridge)
- Remove and Relay Pavers
- Conduit
- Ground Boxes
- Overhead Sign Structure
- Drill Shafts
- Concrete Riprap
- Barricades, Signs & Traffic Handling
- Erosion Control Devices
- Electrical Conductors
- Electrical Services

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 February 22, 2021 via the project's CivCastUSA website (<https://www.civcastusa.com/project/5ff5eec30654de743aa739cd/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 Million,
- Submit a valid Non-Collusion Affidavit, Debarment Affidavit, and Child Support Statement.

The deadline for meeting the prequalification requirements and allowing access to the Official Bid Form is February 19, 2021 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.

A Virtual Pre-Bid Meeting for this project will be held at 9:00 AM on February 11, 2021. Details for such Meeting will be provided via the Civcast website.

Complete Contract documents will be available February 2, 2021 for potential bidders and others through the Authority's website (www.mobilityauthority.com) and CivCast's website (<https://www.civcastusa.com/project/5ff5eec30654de743aa739cd/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 Chapter 4 of the Authority's Policy Code available online at the following link:

(https://www.mobilityauthority.com/upload/files/resources/Policy%20Code/32_Policy_Code_Novemeber_18,_2020.pdf).

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
William Chapman, Interim Executive Director & Chief Financial Officer
Austin, Texas

Central Texas Regional Mobility Authority

183A ITS RETROFIT MAINTENANCE PROJECT

CONTRACT NO. 20183A24601C

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 Million?
- 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 electronically 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?
- 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?

183A ITS RETROFIT UNOFFICIAL BID FORM

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

<https://www.civcastusa.com/project/5ff5eec30654de743aa739cd/summary>

ITEM NO.	DESC.CODE	DESCRIPTION	UNIT	QTY	UNIT PRICE
164	6007	BROADCAST SEED (PERM) (URBAN) (CLAY)	SY	7,301.00	
168	6001	VEGETATIVE WATERING	MG	146.00	
416	6023	DRILL SHAFT (SIGN MTS) (54 IN)	LF	80.00	
420	6068	CL C CONC (SIGN COLUMN)	CY	61.40	
432	6006	RIPRAP (CONC)(CL B)	CY	3.00	
442	6007	STR STEEL (MISC NON - BRIDGE)	LB	449.00	
500	6001	MOBILIZATION	LS	1.00	
502	6001	BARRICADES, SIGNS & TRAFFIC HANDLING	MO	3.00	
506	6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	500.00	
506	6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	500.00	
506	6041	BIODEG EROSN CONT LOGS (INSTL) (12")	LF	805.00	
506	6043	BIODEG EROSN CONT LOGS REMOVE)	LF	805.00	
528	6006	REMOVE AND RELAY PAVERS	SY	10.00	
618	6016	CONDT (PVC) (SCH 40) (1")	LF	360.00	
618	6023	CONDT (PVC) (SCH 40) (2")	LF	4,950.00	
618	6025	CONDT (PVC) (SCH 40) (2") (CONC ENCSE)	LF	4,300.00	
618	6047	CONDT (PVC) (SCH 80) (2") (BORE)	LF	1,860.00	
618	6070	CONDT (RM) (2")	LF	540.00	
620	6002	ELEC CONDR (NO.14) INSULATED	LF	2,615.00	
620	6009	ELEC CONDR (NO.6) BARE	LF	2,540.00	
620	6010	ELEC CONDR (NO.6) INSULATED	LF	5,115.00	
620	6015	ELEC CONDR (NO.2) BARE	LF	1,970.00	
620	6016	ELEC CONDR (NO.2) INSULATED	LF	4,545.00	
620	6021	ELEC CONDR (NO.2/0) BARE	EA	425.00	
624	6010	GROUND BOX TY D (162922) W/APRON	EA	20.00	
628	6152	ELC SRV TY D 120/240 060 (NS) SS (N) SP (O)	EA	2.00	
628	6250	ELC SRV TY D 120/240 100 (NS) SS (N) SP (O)	EA	2.00	
650	6024	INS OH SN SUP(25 FT BAL TEE)(SPAN ONLY)	EA	2.00	
6001	6002	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2.00	
6185	6002	TMA (STATIONARY)	DAY	20.00	
		CONTINGENCY ALLOWANCE	LS	1.00	50,000
		FORCE ACCOUNT	LS	1.00	60,000

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

Central Texas Regional Mobility Authority

183A ITS RETROFIT
MAINTENANCE PROJECT

CONTRACT NO. 20183A24601C

RETROFIT OF INTELLIGENT TRANSPORTATION SYSTEMS (ITS)

BID FOR 183A ITS RETROFIT MAINTENANCE CONTRACT

To the Central Texas Regional Mobility 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 Mobility 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 fifty six (56) 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

183A ITS RETROFIT
MAINTENANCE PROJECT

CONTRACT NO. 20183A24601C

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 11th day of March,
2021, for Contract No. 20183A24601C in connection with the 183A ITS Retrofit Maintenance
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

183A ITS RETROFIT
MAINTENANCE PROJECT

CONTRACT NO. 20183A24601C

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 11th day of March,
2021, for Contract No. 20183A24601C in connection with the 183A ITS Retrofit Maintenance
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. This provision applies to a contract that:

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

By signing the contract, the Contractor certifies that it does not boycott Israel and will not boycott Israel during the term of this contract.

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

Signature

Date

Central Texas Regional Mobility Authority

183A ITS RETROFIT
MAINTENANCE PROJECT

CONTRACT NO. 20183A24601C

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.
20183A24601C, entitled 183A ITS Retrofit Maintenance 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

183A ITS RETROFIT
MAINTENANCE PROJECT

CONTRACT NO. 20183A24601C

RETROFIT OF INTELLIGENT TRANSPORTATION SYSTEMS (ITS)

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 _____ The Levy Company, Inc., 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. 20183A24601C, entitled 183A ITS Retrofit Maintenance 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 _____ Nine hundred forty eight thousand six hundred and forty three _____ dollars and _____ forty _____ Cents (\$ _____ \$948,643.40 _____).

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 fifty six (56) working days after the date stated in the written Notice-to-Proceed to achieve full completion of all work.
- 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: _____

William Chapman

Notary Public

Interim Executive Director
and Chief Financial Officer

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

183A ITS RETROFIT
MAINTENANCE PROJECT

CONTRACT NO. 20183A24601C

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

183A ITS RETROFIT
MAINTENANCE PROJECT

CONTRACT NO. 20183A24601C

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

183A ITS RETROFIT
MAINTENANCE PROJECT

CONTRACT NO. 20183A24601C

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.

Central Texas Regional Mobility Authority

183A ITS RETROFIT
MAINTENANCE PROJECT

CONTRACT NO. 20183A24601C

SEALS

The enclosed Specifications, Special Provisions, General Notes, and Specification Data in this document have been selected by me, or under my responsible supervision as being applicable to this project.



Robert Carrillo, P.E.

02/01/2021

Rodriguez Transportation Group
Firm # 587

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

Contract Number: 20-183A-246-01-C

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GENERAL

“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.

Meet weekly with the Engineer and SI to notify him/her of the planned work for the upcoming week. Provide a 3-week “look ahead” as well as all work performed over the past week.

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.

Do not leave equipment, after working hours, in a position that will endanger the traveling public.

Intelligent Transportation Systems (ITS) Infrastructure and Toll Collection Systems Infrastructure exists within the limits of this project and that 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) 974-0833 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.

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

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

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

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Maintain existing landscaping and irrigation system as necessary to keep landscaping in good condition and the irrigation system operational during construction. Remove landscaping damaged during construction. Fix, reroute, and reconnect irrigation lines damaged during construction. Relocate and reconnect any valves or devices in conflict with construction. All associated work will be subsidiary to the various bid items.

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

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

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

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 183, 183A Frontage Roads between Brushy Creek and SH 45N). Provide a 48-hour advance notice to the Engineer to request locates on the Mobility Authority's system (183A in areas not mentioned above).

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 Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate 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.

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

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

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

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

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

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

Mark and maintain construction staking at DMS locations, or as directed, for the duration of the project. Consider subsidiary to pertinent items.

Electronic Shop Drawing Submittals:

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

ITEM 6 - CONTROL OF MATERIALS

Give a minimum of 3 business day notice to the Engineer for materials, which require inspection at the Plant.

ITEM 7 – LEGAL RELATIONS AND RESPONSIBILITIES

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

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

Erosion control and stabilization measures must be initiated immediately in portions of the site where construction activities have temporarily ceased and will not resume for a period exceeding 14 calendar days. 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.

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

Suspend all activities near any significant recharge features, such as sinkholes, caves, or any other subterranean openings that are discovered during construction or core sampling. Do not proceed

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until the designated Geologist or TCEQ representative is present to evaluate and approve remedial action.

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

PSL in Edwards Aquifer Recharge and Contributing Zone.

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

PSL in USACE Jurisdictional Area.

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

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

1. **Restricted Use of Materials for the Previously Evaluated Permit Areas.** When an area within the project limits has been evaluated by the USACE as part of the permit process for this project:
 - a. suitable excavation of required material in the areas shown on the plans and cross sections as specified in Standard Specification Item 110, Excavation is used for permanent or temporary fill within a USACE jurisdictional area;
 - b. suitable embankment from within the USACE jurisdictional area is used as fill within a USACE evaluated area;
 - c. Unsuitable excavation or excess excavation that is disposed of at an approved location within a USACE evaluated area.

2. **Contractor Materials from Areas Other than Previously Evaluated Areas.** Provide the Department with a copy of all USACE coordination and approvals before initiating any activities in a jurisdictional area within the project limits that has not been evaluated by the

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USACE or for any off right of way locations used for the following, but not limited to, haul roads, equipment staging areas, borrow and disposal sites:

- a. Standard Specification Item 132, Embankment is used for temporary or permanent fill within a USACE jurisdictional area;
- b. Unsuitable excavation or excess excavation that is disposed of outside a USACE evaluated area.

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

Keep on site a universal spill kit adequate for the body of water and the work being performed. Debris is not allowed to fall into the ordinary high water level (OHWL). Debris that falls into the OHWL must be removed at the end of each work day. Debris that falls into the floodway must be removed at the end of each work week or prior to a rain event. Install and maintain traffic control devices to maintain a navigable corridor for water traffic, except during bridge demo and beam placement. 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 between March 1 and September 15. Prevention shall include all areas within 25 ft. of proposed work. All methods used for the removal of old nesting areas and the prevention of re-nesting must be submitted to TxDOT 30 business days prior to begin work. This work is subsidiary.

If active nests are encountered on-site during construction, all construction activity within 25 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.

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.

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

No payment will be made for peace officers unless the Contractor completes the proper CTRMA 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 CTRMA.

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

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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 “Off-Duty” Peace Officers and their Motor Vehicle Units when the scheduled lane closures are canceled. Failure to complete the cancellation will not be cause for Payment, by CTRMA, for “Show-Up” Time.

ITEM 8 – PROSECUTION AND PROGRESS

Working days will be charged in accordance with 8.3.1.4, “Standard Workweek”.

Work shall be completed within 56 working days of the issuance of Notice to Proceed.

Accrue contract time charges through the Contractor’s completion of the final punch list.

Work is allowed to be performed during the nighttime, with prior approval from the Engineer.

Electronic versions of schedules will be saved in Primavera P6 format.

A Critical Path Method (CPM) Schedule in Primavera is required to allow coordination with the Systems Integrator (SI). Use software fully compatible with Primavera P6. Provide in PDF format when distributing CPM Schedule.

Lane Closure Liquidated Damages (LCLDs) 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 LCLD in the Table, whichever is the higher amount.

All Liquidated Damage assessments for the Contractor will be added or subtracted from the value of the Payment Application for that associated period.

Table 1: Lane Closure Liquidated Damages (LCLD) Rates

Lane Rental Period	Late Charges (Per Lane)			
	183A		US 183	
	Lane	Shoulder	Lane	Shoulder
0-15 Minutes	\$1,000	\$1,000	\$1,000	\$1,000
15-30 Minutes	\$2,000	\$2,000	\$2,000	\$2,000
30-45 Minutes	\$3,000	\$3,000	\$3,000	\$3,000
45-60 Minutes	\$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 183 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:

$$1 \text{ Lane Closed} \times [\$1,000 + \$1,000 + \$1,000] = \$3,000$$

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ITEM 164 – SEEDING FOR EROSION CONTROL

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

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

ITEM 168 VEGETATIVE WATERING

Water all areas of project to be seeded or sodded.

Maintain the seedbed in a condition favorable for the growth of grass. Watering can be postponed immediately after a rainfall on the site of ½ inch or greater, but will be resumed before the soil dries out. Continue watering until “Final Acceptance” or as directed by the Engineer.

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

ITEM 204 – SPRINKLING

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

ITEM 416 - DRILLED SHAFT FOUNDATIONS

Stake all Foundations, for approval, before beginning drilling operations.

Obtain approval of placement prior to placing concrete.

Protect Drilled Shafts from accidental entry at all times.

Remove spoils from a flood plain at the end of each work day.

ITEM 420 – CONCRETE SUBSTRUCTURES

Perform work during good weather unless otherwise directed. If work is performed at Contractor’s option, when inclement weather is impending, and the work is damaged by the weather, the Contractor is responsible for all costs associated with repairs/replacement.

Remove all loose Formwork and other Materials from the floodplain or drainage areas daily.

ITEM 432 – RIPRAP

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

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

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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.

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.

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

Lane and Shoulder Closures are to be handled according to the applicable “TCP” Standard Sheet and/or as directed by the Engineer. Refer to Table 2 and Table 3 for additional information regarding Lane Closures.

Table 2

<u>Roadway</u>	<u>Limits</u>	<u>* Allowable Closure Time</u>
183A	SH 29 to Lakeline	9A to 3P
183A	SH 29 to Lakeline	9P to 5A

Closure Times shown in Table 1 apply the Mainlanes, Ramps, Frontage Roads and Side Streets.

* Allowable Closure Time includes setup and cleanup time.

Table 3

Work Location	Type of Closure	Standard Sheet
CCTV # 9	Mainlane Shoulder	TCP (5-1)-18
	Mainlane Travel Lane(s)	TCP (6-1)-12
NB DMS # 1	Frontage Road Travel Lane	TCP (1-4)-18 or TCP (2-4)-18
	Mainlane Shoulder	TCP (5-1)-18
	Mainlane Travel Lane(s)	TCP (6-5)-12
CCTV # 6	Frontage Road Travel Lane	TCP (1-4)-18 or TCP (2-4)-18
	Mainlane Shoulder	TCP (5-1)-18
	Mainlane Travel Lane(s)	TCP (6-5)-12
	Exit Ramp	TCP (6-4)-12
CCTV # 5	Frontage Road Travel Lane	TCP (1-4)-18 or TCP (2-4)-18
	Mainlane Travel Lane(s)	TCP (6-1)-12
CCTV # 3	Frontage Road Travel Lane	TCP (1-4)-18 or TCP (2-4)-18
	Mainlane Shoulder	TCP (5-1)-18
SB DMS # 2	Mainlane Shoulder	TCP (5-1)-18
	Mainlane Travel Lane(s)	TCP (6-1)-12
CCTV # 2	Frontage Road Travel Lane	TCP (1-4)-18 or TCP (2-4)-18
	Turnaround	
	Avery Ranch Blvd or Bell Blvd	
	Mainlane Shoulder	TCP (5-1)-18
	Mainlane Travel Lane(s)	TCP (6-1)-12

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No closures will be allowed on the weekends, working day prior, and working day after the National Holidays defined in the Standard Specifications, Good Friday, 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 projects within 20 miles of ACL Fest, SXSW, ROT Rally, UT home football games (includes games not on a Friday or weekend), sales tax holiday, Dell Match Play (includes Thursday) 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.

Maintain two (2) lanes in each direction along Mainlanes at all times. Maintain a minimum of 1 through lane(s) in each direction along Frontage Roads, during the daylight hours, as directed.

Shadow Vehicle with TMA is required for setup/removal of traffic control devices.

Lane Closure Advance Notification Requirements:

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

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.

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.

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.

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.

ITEM 506 - TEMPORARY EROSION, SEDIMENTATION, AND ENV CONTROLS

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

Contract Number: 20-183A-246-01-C

County: Williamson

Highway: 183A ITS Retrofit

Consider the SW3P for this project to consist of the following items, as directed:

Erosion Control Logs and Temporary Sediment Control Fence

ITEM 600s & 6000s – ITS

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

Meet the requirements of the NEC, Texas MUTCD, TxDOT standards, and TxDOT Standard Specifications. Notify the Engineer if existing elements to remain do not meet code or specification.

Contractor will furnish and install DMS sign supports as shown in the plans. Coordinate with CTRMA/SI to properly locate and install vertical DMS sign supports.

Maintain the existing ITS equipment operational during construction. ITS downtime is allowed from 12A to 4A. Downtime is restricted to one time per HUB or equipment.

Definitions of abbreviations used to designate ITS equipment, material, etc. can be provided by the Engineer.

ITEM 618 - CONDUIT

Exposed conduit installed on Existing Overhead Sign Structures shall be painted to match the color of the Sign Column. Contractor shall obtain Engineer's concurrence on paint color and method prior to painting the conduit. Contractor shall meet the pertinent requirements of Item 445 "Galvanizing", Item 446 "Field Cleaning and Painting Steel" and Departmental Materials Specification DMS-8102 "Paint Systems for Galvanized Steel". The work performed, materials furnished and other incidentals will not be paid for directly but will be considered subsidiary to Item 618.

Fit PVC conduit terminations with bell ends.

The locations of conduit and ground boxes are diagrammatic, shift as directed to accommodate field conditions. Coordinate with Systems Integrator and Mobility Authority prior to making any changes.

Contractor shall locate and avoid utilities and existing drainage structures and concrete riprap. Sawcut and repair riprap when necessary. Repair riprap as shown under Item 432. Consider subsidiary to Item 618.

Install conduit at a minimum depth of 2 ft. below finished grade. Installation of the conduit by jacking or boring method will be at a depth of at least 1 ft. below subgrade.

Install a high tension, non-metallic pull rope in all conduit runs. Cap all empty conduit using standard weather tight conduit caps. This work is subsidiary.

Use a coring device when drilling holes through concrete structures.

Contract Number: 20-183A-246-01-C

County: Williamson

Highway: 183A ITS Retrofit

Structurally mounted junction boxes will be as shown on the plans. This work is subsidiary.

When using existing conduit, ensure that all conduits have bushings and cleaned of dirt, mud, grease, and other debris. Re-strap existing or relocated conduit per the specification. This work is subsidiary. Abandon existing underground conduit that is unusable is allowed if all conductors are removed. Replacement conduit will be paid using the existing bid items.

ITEM 620 - ELECTRICAL CONDUCTORS

Install a minimum size 8 AWG equipment grounding conductor (EGC) in all conduits including loop detectors and traffic signal cables. Payment and the size of the EGC will be in accordance with standard ED (3)-14 note 12.

ITEM 624 – GROUND BOXES

Aggregate for fill under the box will be crushed, have a maximum size of 2 in., minimum size of ½ in., and requirements per Item 302 are waived.

ITEM 628 – ELECTRICAL SERVICES

Place temporary electrical services in Contractor's Name. Costs for connection charges, meter charges, consumption charges, and other charges for temporary electrical service are not reimbursable for payment.

ITEM 650 – OVERHEAD SIGN SUPPORTS

Use lengths of trusses, tower heights, and posts shown in the summaries for bidding purposes only. Verify these dimensions and vertical clearances prior to shop drawing production.

Provide all the materials needed for the installation of foundations under this Item.

ITEM 6000s – ITS

Maintain the existing equipment and HUB buildings operational during construction. Network downtime is allowed from 12A to 4A. Downtime is restricted to one time per HUB or equipment.

Definitions of abbreviations used to designate ITS equipment, material, etc. can be provided by the Engineer.

ITEM 6001 – PORTABLE CHANGEABLE MESSAGE SIGN

Provide 2 PCMS. Provide a replacement within 12 hours. PCMS will be available for traffic control, event notices, roadway conditions, service announcements, etc.

ITEM 6010 - CCTV FIELD EQUIPMENT

Include all incidental work, material, and services not expressly called for in the specifications, or not shown on the plans, which may be necessary for a complete and properly functioning system. This work is subsidiary.

SI will be responsible for providing one each of CCTV camera, lens, housing, pan/tilt, controller, and any necessary cables and incidentals necessary to produce a usable video image in conjunction with the acceptance inspection for special specification Item 6064 "ITS Pole with Cabinet".

Contract Number: 20-183A-246-01-C

County: Williamson

Highway: 183A ITS Retrofit

Furnish material identical to those supplied for this project, conforming to the plans and specifications, and becoming the property of the Mobility Authority. This work is subsidiary.

ITEM 6016 – MULTI-DUCT CONDUIT SYSTEM

Concrete or flowable fill encasement is not required unless stated in bid item code.

ITEM 6185 – TRUCK MOUNTED ATTENUATOR AND TRAILER ATTENUATOR

TMA/TA shall be used when installing and removing a TCP Setup. The same TMA/TA used for the TCP installation/removal shall be used and paid in the same manner as the TCP Setup.

Contractor will be responsible for determining if one or more operations will be ongoing at the same time to determine the total number of TMA/TA required for the project.

Central Texas Regional Mobility Authority

183A ITS RETROFIT
MAINTENANCE PROJECT

CONTRACT NO. 20183A24601C

RETROFIT OF INTELLIGENT TRANSPORTATION SYSTEMS (ITS)

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.

CONTRACT : 2018324601C
HIGHWAY : 183A PHASE I & II
COUNTY : WILLIAMSON

Central Texas Regional Mobility Authority

GOVERNING SPECIFICATIONS

(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 REQUIRMENTS AND COVENANTS
ITEM 164	SEEDING FOR EROSION CONTROL (162)(166)168)
ITEM 168	VEGETATIVE WATERING
ITEM 416	DRILLED SHAFT FOUNDATIONS (405)(420)(421)(423)(440)(448)
ITEM 420	CONCRETE SUBSTRUCTURES (400)(404)(421)(422)(427)(440)(441)(448)
ITEM 432	RIPRAP (420)(421)(431)(440)
ITEM 442	METAL FOR STRUCTURES (441)(445)(446)(447)(448)
ITEM 500	MOBILIZATION
ITEM 502	BARRICADES, SIGNS AND TRAFFIC HANDLING
ITEM 506	TEMPORARY EROSION, SEDIMENTATION AND ENVIRONMENTAL CONTROLS (161)(432)(556)
ITEM 528	COLORED TEXTURED CONCRETE AND LANDSCAPE PAVERS (132)(247)(275)(401)(420)(421)(440)
ITEM 618	CONDUIT (400)(476)
ITEM 620	ELECTRICAL CONDUCTORS (610)(628)
ITEM 624	GROUND BOXES (420)(421)(432)(440)(618)(620)
ITEM 628	ELECTRICAL SERVICES (441)(445)(449)(618)(620)(656)
ITEM 650	OVERHEAD SIGN SUPPORTS (416)(420)(421)(441)(442)(445)(449)(618)(654)

SPECIAL PROVISIONS:

WAGE RATES		B-4
SPECIAL PROVISION TO ITEM 000	(000--001--RMA)	B-7
Schedule of Liquidated Damages		
SPECIAL PROVISION TO ITEM 000	(000--002--RMA)	B-8
Nondiscrimination		
SPECIAL PROVISION TO ITEM 000	(000--008)	B-11
Special Labor Provisions for State Projects		
SPECIAL PROVISION TO ITEM 000	(000--009)	B-13
Small Business Enterprise in State Funded Projects		

SPECIAL PROVISION TO ITEM 000	(000--011--RMA)	B-17
Buy America		
SPECIAL PROVISION TO ITEM 000	(000--659)	B-18
Notice of Contractor Performance Evaluations		
SPECIAL PROVISION TO ITEM 000	(000--954--RMA)	B-20
Certificate of Interested Parties (Form 1295)		
SPECIAL PROVISION TO ITEM 001	(001--001--RMA)	B-21
SPECIAL PROVISION TO ITEM 002	(002--005--RMA)	B-24
SPECIAL PROVISION TO ITEM 003	(003--005--RMA)	B-25
SPECIAL PROVISION TO ITEM 004	(004--001--RMA)	B-26
SPECIAL PROVISION TO ITEM 005	(005--003)	B-27
SPECIAL PROVISION TO ITEM 006	(006--001--RMA)	B-28
SPECIAL PROVISION TO ITEM 007	(007--003--RMA)	B-29
SPECIAL PROVISION TO ITEM 007	(007--004)	B-30
SPECIAL PROVISION TO ITEM 007	(007--008)	B-32
SPECIAL PROVISION TO ITEM 007	(007--011)	B-33
SPECIAL PROVISION TO ITEM 008	(008--002--RMA)	B-36
SPECIAL PROVISION TO ITEM 009	(009--001--RMA)	B-41
SPECIAL PROVISION TO ITEM 247	(247--003)	B-43
SPECIAL PROVISION TO ITEM 421	(421--009)	B-45
SPECIAL PROVISION TO ITEM 427	(427--003)	B-51
SPECIAL PROVISION TO ITEM 441	(441--002)	B-52
SPECIAL PROVISION TO ITEM 442	(442--001)	B-53
SPECIAL PROVISION TO ITEM 446	(446--005)	B-54
SPECIAL PROVISION TO ITEM 447	(447--001)	B-55
SPECIAL PROVISION TO ITEM 449	(449--002)	B-57
SPECIAL PROVISION TO ITEM 502	(502--008)	B-58
SPECIAL PROVISION TO ITEM 506	(506--005)	B-59
SPECIAL PROVISION TO ITEM 6185	(6185--002)	B-61

SPECIAL SPECIFICATIONS:

ITEM 6001	PORTABLE CHANGEABLE MESSAGE SIGN	B-62
ITEM 6185	TRUCK MOUNTED ATTENUATOR (TMA) AND TRAILER ATTENUATOR (TA)	B-64

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 AND SPECIAL SPECIFICATIONS LISTED ABOVE, CONSTITUTE THE COMPLETE SPECIFICATIONS FOR THIS PROJECT.

The wage rates listed herein are those predetermined by the Secretary of Labor and State Statute and listed in the United States Department of Labor's (USDOL) General Decisions dated **01-01-2021** and are the minimum wages to be paid accordingly for each specified classification. To determine the applicable wage rate zone, a list entitled "TEXAS COUNTIES IDENTIFIED BY WAGE RATE ZONES" is provided in the contract. Any wage rate that is not listed herein and not in the USDOL's general decision, must be submitted to the Engineer for approval. **IMPORTANT NOTICE FOR STATE PROJECTS:** only the controlling wage rate zone applies to the contract. Effective 01-01-2021.

CLASS. #	CLASSIFICATION DESCRIPTION	ZONE TX02 *(TX20210002)	ZONE TX03 *(TX20210003)	ZONE TX04 *(TX20210004)	ZONE TX05 *(TX20210005)	ZONE TX06 *(TX20210006)	ZONE TX07 *(TX20210007)	ZONE TX08 *(TX20210008)	ZONE TX24 *(TX20210024)	ZONE TX25 *(TX20210025)	ZONE TX27 *(TX20210027)	ZONE TX28 *(TX20210028)	ZONE TX29 *(TX20210029)	ZONE TX30 *(TX20210030)	ZONE TX37 *(TX20210037)	ZONE TX38 *(TX20210038)	ZONE TX42 *(TX20210042)
1428	Agricultural Tractor Operator						\$12.69					\$12.35			\$11.75		
1300	Asphalt Distributor Operator	\$14.87	\$13.48	\$13.88	\$15.72	\$15.58	\$15.55	\$15.72	\$13.28	\$15.32	\$15.62	\$14.36	\$14.25	\$14.03	\$13.75	\$14.06	\$14.40
1303	Asphalt Paving Machine Operator	\$13.40	\$12.25	\$12.35	\$13.87	\$14.05	\$14.36	\$14.20	\$13.26	\$13.99	\$14.68	\$12.92	\$13.44	\$12.53	\$14.00	\$14.32	\$12.99
1106	Asphalt Raker	\$12.28	\$10.61	\$12.02	\$14.21	\$11.65	\$12.12	\$11.64	\$11.44	\$12.69	\$12.05	\$11.34	\$11.67	\$11.40	\$12.59	\$12.36	\$11.78
1112	Batching Plant Operator, Asphalt																
1115	Batching Plant Operator, Concrete																
1214	Blaster																
1615	Boom Truck Operator						\$18.36										
1444	Boring Machine Operator																
1305	Broom or Sweeper Operator	\$11.21	\$10.33	\$10.08	\$11.99		\$11.04	\$11.62		\$11.74	\$11.41	\$10.30		\$10.23	\$10.60	\$12.68	\$11.05
1144	Communications Cable Installer																
1124	Concrete Finisher, Paving and Structures	\$13.55	\$12.46	\$13.16	\$12.85	\$12.64	\$12.56	\$12.77	\$12.44	\$14.12	\$13.04	\$13.38	\$12.64	\$12.80	\$12.79	\$12.98	\$13.32
1318	Concrete Pavement Finishing Machine Operator				\$16.05		\$15.48			\$16.05		\$19.31				\$13.07	
1315	Concrete Paving, Curing, Float, Texturing Machine Operator											\$16.34					\$11.71
1333	Concrete Saw Operator				\$14.67					\$14.48	\$17.33					\$13.99	
1399	Concrete/Gunite Pump Operator																
1344	Crane Operator, Hydraulic 80 tons or less				\$18.22		\$18.36			\$18.12	\$18.04	\$20.21			\$18.63	\$13.86	
1345	Crane Operator, Hydraulic Over 80 Tons																
1342	Crane Operator, Lattice Boom 80 Tons or Less	\$16.82	\$14.39	\$13.85	\$17.27		\$15.87			\$17.27		\$14.67			\$16.42	\$14.97	\$13.87
1343	Crane Operator, Lattice Boom Over 80 Tons				\$20.52		\$19.38			\$20.52		\$17.49			\$25.13	\$15.80	
1306	Crawler Tractor Operator	\$13.96	\$16.63	\$13.62	\$14.26		\$15.67			\$14.07	\$13.15	\$13.38			\$14.60	\$13.68	\$13.50
1351	Crusher or Screen Plant Operator																
1446	Directional Drilling Locator						\$11.67										
1445	Directional Drilling Operator				\$20.32		\$17.24										
1139	Electrician	\$20.96		\$19.87	\$19.80		\$26.35		\$20.27	\$19.80		\$20.92				\$27.11	\$19.87
1347	Excavator Operator, 50,000 pounds or less	\$13.46	\$12.56	\$13.67	\$17.19		\$12.88	\$14.38	\$13.49	\$17.19		\$13.88			\$14.09	\$12.71	\$14.42
1348	Excavator Operator, Over 50,000 pounds		\$15.23	\$13.52	\$17.04		\$17.71			\$16.99	\$18.80	\$16.22				\$14.53	\$13.52
1150	Flagger	\$9.30	\$9.10	\$8.50	\$10.28	\$8.81	\$9.45	\$8.70		\$10.06	\$9.71	\$9.03	\$8.81	\$9.08	\$9.90	\$10.33	\$8.10
1151	Form Builder/Setter, Structures	\$13.52	\$12.30	\$13.38	\$12.91	\$12.71	\$12.87	\$12.38	\$12.26	\$13.84	\$12.98	\$13.07	\$13.61	\$12.82	\$14.73	\$12.23	\$12.25
1160	Form Setter, Paving & Curb	\$12.36	\$12.16	\$13.93	\$11.83	\$10.71	\$12.94			\$13.16	\$12.54	\$11.33	\$10.69		\$13.33	\$12.34	\$13.93
1360	Foundation Drill Operator, Crawler Mounted				\$17.99					\$17.99						\$17.43	
1363	Foundation Drill Operator, Truck Mounted		\$16.86	\$22.05	\$21.51		\$16.93			\$21.07	\$20.20	\$20.76		\$17.54	\$21.39	\$15.89	\$22.05
1369	Front End Loader Operator, 3 CY or Less	\$12.28	\$13.49	\$13.40	\$13.85		\$13.04	\$13.15	\$13.29	\$13.69	\$12.64	\$12.89			\$13.51	\$13.32	\$12.17
1372	Front End Loader Operator, Over 3 CY	\$12.77	\$13.69	\$12.33	\$14.96		\$13.21	\$12.86	\$13.57	\$14.72	\$13.75	\$12.32			\$13.19	\$13.17	\$13.02
1329	Joint Sealer																
1172	Laborer, Common	\$10.30	\$9.86	\$10.08	\$10.51	\$10.71	\$10.50	\$10.24	\$10.58	\$10.72	\$10.45	\$10.30	\$10.25	\$10.03	\$10.54	\$11.02	\$10.15
1175	Laborer, Utility	\$11.80	\$11.53	\$12.70	\$12.17	\$11.81	\$12.27	\$12.11	\$11.33	\$12.32	\$11.80	\$11.53	\$11.23	\$11.50	\$11.95	\$11.73	\$12.37

CLASS. #	CLASSIFICATION DESCRIPTION	ZONE	ZONE	ZONE	ZONE	ZONE	ZONE	ZONE	ZONE	ZONE	ZONE	ZONE	ZONE	ZONE	ZONE	ZONE	ZONE	
		TX02 *(TX20210002)	TX03 *(TX20210003)	TX04 *(TX20210004)	TX05 *(TX20210005)	TX06 *(TX20210006)	TX07 *(TX20210007)	TX08 *(TX20210008)	TX24 *(TX20210024)	TX25 *(TX20210025)	TX27 *(TX20210027)	TX28 *(TX20210028)	TX29 *(TX20210029)	TX30 *(TX202210030)	TX37 *(TX20210037)	TX38 *(TX20210038)	TX42 *(TX20210042)	
1346	Loader/Backhoe Operator	\$14.18	\$12.77	\$12.97	\$15.68		\$14.12			\$15.18	\$13.58	\$12.87		\$13.21	\$14.13	\$14.29	\$12.90	
1187	Mechanic	\$20.14	\$15.47	\$17.47	\$17.74	\$17.00	\$17.10			\$17.68	\$18.94	\$18.58	\$17.00	\$16.61	\$18.46	\$16.96	\$17.47	
1380	Milling Machine Operator	\$15.54	\$14.64	\$12.22	\$14.29		\$14.18			\$14.32	\$14.35	\$12.86			\$14.75	\$13.53	\$12.80	
1390	Motor Grader Operator, Fine Grade	\$17.49	\$16.52	\$16.88	\$17.12	\$18.37	\$18.51	\$16.69	\$16.13	\$17.19	\$18.35	\$17.07	\$17.74	\$17.47	\$17.08	\$15.69	\$20.01	
1393	Motor Grader Operator, Rough	\$16.15	\$14.62	\$15.83	\$16.20	\$17.07	\$14.63	\$18.50		\$16.02	\$16.44	\$15.12	\$16.85	\$14.47	\$17.39	\$14.23	\$15.53	
1413	Off Road Hauler			\$10.08	\$12.26		\$11.88			\$12.25		\$12.23			\$13.00	\$14.60		
1196	Painter, Structures					\$21.29	\$18.34						\$21.29			\$18.62		
1396	Pavement Marking Machine Operator	\$16.42		\$13.10	\$13.55		\$19.17	\$12.01		\$13.63	\$14.60	\$13.17		\$16.65	\$10.54	\$11.18	\$13.10	
1443	Percussion or Rotary Drill Operator																	
1202	Piledriver																\$14.95	
1205	Pipelayer		\$11.87	\$14.64	\$13.17	\$11.17	\$12.79		\$11.37	\$13.24	\$12.66	\$13.24	\$11.17	\$11.67			\$12.12	\$14.64
1384	Reclaimer/Pulverizer Operator	\$12.85			\$11.90		\$12.88			\$11.01		\$10.46						
1500	Reinforcing Steel Worker	\$13.50	\$14.07	\$17.53	\$16.17		\$14.00			\$16.18	\$12.74	\$15.83		\$17.10		\$15.15	\$17.72	
1402	Roller Operator, Asphalt	\$10.95		\$11.96	\$13.29		\$12.78	\$11.61		\$13.08	\$12.36	\$11.68		\$11.71	\$11.95	\$11.50		
1405	Roller Operator, Other	\$10.36		\$10.44	\$11.82		\$10.50	\$11.64		\$11.51	\$10.59	\$10.30		\$12.04	\$12.85	\$11.57	\$10.66	
1411	Scraper Operator	\$10.61	\$11.07	\$10.85	\$12.88		\$12.27		\$11.12	\$12.96	\$11.88	\$12.43		\$11.22	\$13.95	\$13.47	\$10.89	
1417	Self-Propelled Hammer Operator																	
1194	Servicer	\$13.98	\$12.34	\$14.11	\$14.74		\$14.51	\$15.56	\$13.44	\$14.58	\$14.31	\$13.83		\$12.43	\$13.72	\$13.97	\$14.11	
1513	Sign Erector																	
1708	Slurry Seal or Micro-Surfacing Machine Operator																	
1341	Small Slipform Machine Operator									\$15.96								
1515	Spreader Box Operator	\$12.60		\$13.12	\$14.71		\$14.04			\$14.73	\$13.84	\$13.68		\$13.45	\$11.83	\$13.58	\$14.05	
1705	Structural Steel Welder															\$12.85		
1509	Structural Steel Worker						\$19.29									\$14.39		
1339	Subgrade Trimmer																	
1143	Telecommunication Technician																	
1145	Traffic Signal/Light Pole Worker						\$16.00											
1440	Trenching Machine Operator, Heavy						\$18.48											
1437	Trenching Machine Operator, Light																	
1609	Truck Driver Lowboy-Float	\$14.46	\$13.63	\$13.41	\$15.00	\$15.93	\$15.66			\$16.24	\$16.39	\$14.30	\$16.62	\$15.63	\$14.28	\$16.03	\$13.41	
1612	Truck Driver Transit-Mix				\$14.14					\$14.14								
1600	Truck Driver, Single Axle	\$12.74	\$10.82	\$10.75	\$13.04	\$11.61	\$11.79	\$13.53	\$13.16	\$12.31	\$13.40	\$10.30	\$11.61		\$11.97	\$11.46	\$10.75	
1606	Truck Driver, Single or Tandem Axle Dump Truck	\$11.33	\$14.53	\$11.95	\$12.95		\$11.68		\$14.06	\$12.62	\$11.45	\$12.28		\$13.08	\$11.68	\$11.48	\$11.10	
1607	Truck Driver, Tandem Axle Tractor with Semi Trailer	\$12.49	\$12.12	\$12.50	\$13.42		\$12.81	\$13.16		\$12.86	\$16.22	\$12.50			\$13.80	\$12.27	\$12.50	
1441	Tunneling Machine Operator, Heavy																	
1442	Tunneling Machine Operator, Light																	
1706	Welder		\$14.02		\$14.86		\$15.97		\$13.74	\$14.84					\$13.78			
1520	Work Zone Barricade Servicer	\$10.30	\$12.88	\$11.46	\$11.70	\$11.57	\$11.85	\$10.77		\$11.68	\$12.20	\$11.22	\$11.51	\$12.96	\$10.54	\$11.67	\$11.76	

Notes:

*Represents the USDOL wage decision.

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

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

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

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

Special Provision to Item 000 Schedule of Liquidated Damages

Final Acceptance Liquidated Damages (LD) in the amount of \$1,000 per day will be assessed for each calendar day that Final Acceptance is not met per contractual requirements for Final Acceptance.

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

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

Special Provision to Item 1

Abbreviations and Responsibilities

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

Article 1. is supplemented with the following:

1.0. General Statement:

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

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

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

CTRMA Central Texas Regional Mobility Authority

Article 3.14., "Award", is voided and replaced by the following:

3.14. Award. Award given by the Mobility Authority to the Contractor after the Board of Directors approves the Contract.

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:

3.102. 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.

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/5ff5eec30654de743aa739cd/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 Million,
- Email a valid Non-Collusion Affidavit, Debarment Affidavit, and Child Support Statement to Marco.Castro@atkinglobal.com and Zane.Reid@atkinglobal.com include a phone number, email address and physical address for point of contact.

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

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

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

Special Provision to Item 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 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 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.

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 5.4, "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 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.

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 7

Legal Relations and Responsibilities



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

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

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

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

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

Special Provision to Item 7

Legal Relations and Responsibilities



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

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 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 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 247

Flexible Base



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Special Provision to Item 421

Hydraulic Cement Concrete



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

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

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

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

Supplementary Cementing Materials (SCM).

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

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

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

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

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

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

Table 8
Concrete Classes

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

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

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

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

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

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

where:

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

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

Table 9
Placement Slump Requirements

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

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

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

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

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

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

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

Option 5. Option 5 is left intentionally blank.

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

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

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

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

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

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

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

Table 10
Option 8 Testing and Mix Design Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Special Provision to Item 427

Surface Finishes for Concrete



Item 427, "Surface Finishes for Concrete" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 427.2.1 "Coatings," is supplemented with the following:

Epoxy Waterproofing. Provide Type X Epoxy per [DMS-6100](#) "Epoxies and Adhesives." Match color of coating with Federal Standard 595C color 35630, concrete gray, unless otherwise shown on the plans.

Article 427.4.2.2 "Application," is supplemented with the following:

Epoxy Waterproofing. Mix epoxy per manufacturer's instructions. Apply the coating on a dry surface at a maximum application rate of 100 sq. ft per gallon. Apply a thin uniform film of mixed epoxy to the substrate by the use of a short nap roller or brush. The epoxy may be sprayed following the thinning requirements of the manufacturer. No more than 15% reduction is permitted.

Match the color of the applied coating with the color standard shown on the plans. Apply when ambient temperature is between 50°F and 100°F.

Article 427.6 "Payment," the second paragraph is voided and replaced in its entirety with:

When a surface finish for concrete is specified as a pay item, the work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Adhesive Grout Finish," "Concrete Paint Finish," "Opaque Sealer Finish," "Silicone Resin Paint Finish," "Epoxy Waterproof Finish," or "Blast Finish." This price is full compensation for materials; cleaning and preparing surfaces; application of materials; and equipment, labor, tools, and incidentals.

Special Provision to Item 441

Steel Structures



Item 441, "Steel Structures" of the Standard Specifications is amended with respect to the clause cited below. No other clauses or requirements of this Item are waived or changed.

Section 2.3., "High-Strength Bolts," is revised and replaced by the following:

High-Strength Bolts. Use fasteners that meet Item 447, "Structural Bolting." Use galvanized fasteners on field connections of bridge members when ASTM F3125-Grade A325 bolts are specified and steel is painted.

Section 441.3.1.5.1, "Plants," The second and third paragraphs are voided and replaced with the following:

Fabrication plants that produce the following non-bridge steel members must be approved in accordance with DMS-7380, "Steel Non-Bridge Member Fabrication Plant Qualification."

- Item 610 – Roadway Illumination Poles,
- Item 613 – High Mast Illumination Poles,
- Item 614 – High Mast Rings and Support Assemblies,
- Item 650 – Overhead Sign Support Structures,
- Item 654 – Sign Walkways,
- Item 686 – Traffic Signal Poles, and
- Special Specification Item 6064 – Intelligent Transportation System (ITS) Poles.

The Materials and Tests Division maintains a list of approved non-bridge fabrication plants on the Department MPL that produce these members.

Section 441.3.1.6.1, "Erection Drawings," the third paragraph is voided and replaced with the following:

Perform erection engineering evaluation of the structural adequacy and stability of constructing the bridge system for each step of the steel erection.

Special Provision to Item 442

Metal for Structures



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

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

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

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

Special Provision to Item 446

Field Cleaning and Painting Steel



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

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

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

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

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

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

Special Provision to Item 447

Structural Bolting



Item 447, "Structural Bolting" 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 447.2.2., "Bolt Assemblies." The first paragraph is replaced by the following:

Bolt Assemblies. Provide ASTM F3125 bolts and nuts and washers meeting the type, grade, and finish requirements in Table 1, unless otherwise shown in the plans.

Article 447.2.2., "Bolt Assemblies." The second paragraph is replaced by the following:

Use Grade A325 or Grade A490 Type 3 plain (uncoated) bolts for weathering steel as indicated and Grade A325 Type 1 galvanized bolts for coated steel, unless otherwise shown on the plans.

Article 447.2.2., "Bolt Assemblies." Table 1 is replaced by the following:

Table 1
ASTM Type, Finish, and Grade for Structural Bolts, Nuts, and Washers

	Bolt ¹ Grade	Bolt Type	Bolt Finish	ASTM A563 Nut Grade and Finish	ASTM F436 Washer Type and Finish
Heavy-Hex Bolts ¹	A325	1	Galvanized	DH, ² galvanized and lubricated	1; galvanized
	A325	3	Plain	C3 and DH3; plain	3; plain
	A490	3	Plain	DH3; plain	3; plain
Tension-Control Bolts ¹	F1852	1	Galvanized	DH, ² galvanized and lubricated	1; galvanized
	F1852	3	Plain	C3 and DH3; plain	3; plain
	F2280	3	Plain	DH3; plain	3; plain

1. ASTM F3125 High Strength Structural Bolts
2. ASTM A194 Heavy Hex Grade 2H nuts may be substituted.

Article 447.2.6., "Fitup Bolts and Erection Pins." The first paragraph is replaced by the following:

Fitup Bolts and Erection Pins. Provide heavy-hex fitup bolts of the same diameter as the connection bolts. Do not use washer-type indicating devices for fitups. Do not reuse galvanized bolts or Grade A490 bolts that have been used as fitup bolts. Provide a sufficient number of erection or drift pins, 1/32 in. larger than the bolt diameter.

Article 447.4.3., "General." The second sentence of the third paragraph is replaced by the following:

Install hardened washers under both the nut and bolt head of Grade A490 bolts when the outer plies being fastened have a yield strength less than 40 ksi.

Article 447.4.3., “General.” Table 2 is replaced by the following:

**Table 2
Bolt Tension**

Nominal Bolt Size, in.	Minimum Tension (kips)	
	Grade A325 Bolts	Grade A490 Bolts
½	12	15
5/8	19	24
¾	28	35
7/8	39	49
1	51	64
1-1/8	56	80
1-1/4	71	102
1-3/8	85	121
1-1/2	103	148

Article 447.4.5.2., “Install Bolts.” The second paragraph is replaced by the following:

Fully tighten a minimum number of bolts as directed until the plies are in full contact if snugging does not bring the plies of the joint into full contact. Mark these bolts as fitup bolts. Use a non-galvanized Grade A325 bolt of the same diameter as a fitup bolt in connections requiring the use of galvanized Grade A325 bolts. Re-snug all remaining bolts.

Article 447.4.5.3., “Tension Bolts.” The first paragraph is replaced by the following:

Tension Bolts. Loosen all fitup bolts after tensioning all the other bolts in the connection. Ungalvanized Grade A325 bolts used as fitup bolts may be reused in a connection using this type of bolt. Replace all galvanized bolts and Grade A490 bolts used as fitup bolts. Tension these remaining untensioned bolts in accordance with this paragraph. Ensure the element not turned by the wrench (bolt head or nut) does not rotate.

Article 447.4.5.4., “Bolt Reuse.” The first paragraph is replaced by the following:

Bolt Reuse. Do not reuse Grade A490 or galvanized Grade A325 bolts. Ungalvanized Grade A325 bolts may be reused one time if the threads have not been damaged. Re-tensioning previously tensioned bolts loosened by the tensioning of adjacent bolts is not considered to be reuse.

Special Provision to Item 449

Anchor Bolts



Item 449, "Anchor Bolts" of the Standard Specifications is amended with respect to the clause cited below. No other clauses or requirements of this Item are waived or changed.

Section 449.2.1., "Bolts and Nuts." Table 1 is replaced by the following:

Table 1
Bolt and Nut Standards

Specified Anchor Bolt Category	Bolt Standards	Nut Standards
Mild steel	ASTM A307 Gr. A, F1554 Gr. 36, or A36	ASTM A563
Medium-strength, mild steel	ASTM F1554 Gr. 55 with supplementary requirement S1	ASTM A194 Gr. 2 or A563 Gr. D or better
High-strength steel	ASTM F3125-Grade A325 or ASTM A449 ¹	ASTM A194 or A563, heavy hex
Alloy steel	ASTM A193 Gr. B7 or F1554 Gr. 105	ASTM A194 Gr. 2H or A563 Gr. DH, heavy hex

1. If headed bolts are specified, ASTM A449 bolts must be heavy hex head.

Section 449.3.3.1, "Anchor Bolt Thread Lubricant Coating," The first sentence of the first paragraph is voided and replaced by the following.

Coat anchor bolt threads before installing nuts with an electrically conducting lubricant compound described in Section 449.3.3.2.1., "Definitions," for traffic signal poles, roadway illumination poles, high mast illumination poles, intelligent transportation system poles, overhead sign support structures, and steel electrical service supports.

Section 449.3.3.2, "Anchor Bolt Tightening Procedure," The first sentence of the first paragraph is voided and replaced by the following.

Tighten anchor bolts for traffic signal poles, shoe base and concrete traffic barrier base roadway illumination poles, high mast illumination poles, intelligent transportation system poles, and overhead sign support structures in accordance with this Section.

Special Provision to Item 502

Barricades, Signs and Traffic Handling



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

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

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

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

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

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

Special Provision to Item 506

Temporary Erosion, Sedimentation, and Environmental Controls



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

Article 506.1., "Description." The second paragraph is voided and replaced by the following.

Contractor is considered primary operator to have day-to-day operational control as defined in TPDES GP TXR150000.

- 1.1. For projects with soil disturbance of less than 1 acre, no submittal to TCEQ will be required but Contractor will follow SWP3. For projects with soil disturbance of 1 acre to less than 5 acres a small site notice will be posted at the site. For projects with soil disturbance of 5 acres or more a Notice of Intent (NOI) is required and a large site notice posted at site. Postings will be in accordance with TPDES GP TXR150000. Postings not associated with project specific locations will be in same location as Department's postings.
- 1.2. **Notice of Intent (NOI).** Submit a NOI, if applicable, with the TCEQ under the TPDES GP TXR150000 at least 7 days prior to commencement of construction activities at the project site. Provide a signed copy to the Engineer and any other MS4 operators at the time of submittal. The Department will submit their NOI prior to contractor submission and will provide a copy for Contractor's use in completing the Contractor's NOI form.
- 1.3. **Notice of Change (NOC).** Upon concurrence of the Engineer, submit a NOC, if applicable, to the TCEQ within 14 days of discovery of a change or revision to the NOI as required by the TPDES GP TXR150000. Provide a signed copy of the NOC to the Engineer and any other MS4 operators at the time of submittal.
- 1.4. **Notice of Termination (NOT).** Upon concurrence of the Engineer, submit a NOT, if applicable, to the TCEQ within 30 days of the Engineer's approval that 70% native background vegetative cover is met or equivalent permanent stabilization have been employed in accordance with the TPDES GP TXR 150000. Provide a signed copy of the NOT to the Engineer and any other MS4 operators at the time of submittal.

Section 506.3.1, "Contractor Responsible Person Environmental (CRPE) Qualifications and Responsibilities," is supplemented by the following:

- 3.1. **Contractor Responsible Person Environmental (CRPE) Qualifications and Responsibilities.** Provide and designate in writing at the preconstruction conference a CRPE and alternate CRPE who have overall responsibility for the storm water management program. The CRPE will implement stormwater and erosion control practices; will oversee and observe stormwater control measure monitoring and management; will monitor the project site daily and produce daily monitoring reports as long as there are BMPs in place or soil disturbing activities are evident to ensure compliance with the SWP3 and TPDES General Permit TXR150000. Daily monitor reports shall be maintained and made available upon request. During time suspensions when work is not occurring or on contract non-work days, daily inspections are not required unless a rain event has occurred. The CRPE will provide recommendations on how to improve the effectiveness of control measures. Attend the Department's preconstruction conference for the project. Ensure training is completed as identified in Section 506.3.3., "Training," by all applicable personnel before employees work on the project. Document and maintain and make available upon request, a list, signed by the CRPE, of all applicable Contractor and subcontractor employees who have completed the training. Include the employee's name, the training course name, and date the employee completed the training.

Section 506.3.3., "Training," is supplemented by the following:

Training is provided by the Department at no cost to the Contractor and is valid for 3 yr. from the date of completion. The Engineer may require the following training at a frequency less than 3 yr. based on environmental needs:

- “Environmental Management System: Awareness Training for the Contractor” (English and Spanish) (Approximate running time 20 min.), and
- “Storm Water: Environmental Requirements During Construction” (English and Spanish) (Approximate running time 20 min.).

The Contractor responsible person environmental (CRPE), alternate CRPE designated for emergencies, Contractor's superintendent, Contractor, and subcontractor lead personnel involved in soil disturbing or SWP3 activities must enroll in and complete the training listed below and maintain and make available upon request the certificate of completion. Training is provided by a third party and is valid for 3 yr. from the date shown on the Certificate of Completion. Coordinate enrollment as prescribed by the Department and pay associated fees for the following training:

- “Revegetation During Construction,”
- “Construction General Permit Compliance,” and
- “Construction Stage Gate Checklist (CSGC).”

Training and associated fee will not be measured or paid for directly but are subsidiary to this Item.

Special Provision to 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 6001

Portable Changeable Message Sign



1. DESCRIPTION

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

2. MATERIALS

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

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

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

- 2.1. **Sign Controller.** Provide a controller with permanent storage of a minimum of 75 pre-programmed messages. Provide an external input device for random programming and storage of a minimum of 75 additional messages. Provide a controller capable of displaying up to 3 messages sequentially. Provide a controller with adjustable display rates. Enclose sign controller equipment in a lockable enclosure.
- 2.2. **Changeable Message Sign.** Provide a sign capable of being elevated to at least 7 ft. above the roadway surface from the bottom of the sign. Provide a sign capable of being rotated 360° and secured against movement in any position.
- Provide a sign with 3 separate lines of text and 8 characters per line minimum. Provide a minimum 18 in. character height. Provide a 5 × 7 character pixel matrix. Provide a message legibility distance of 600 ft. for nighttime conditions and 800 ft. for normal daylight conditions. Provide for manual and automatic dimming light sources.
- The following are descriptions for 3 screen types of PCMS:
- **Character Modular Matrix.** This screen type comprises of character blocks.
 - **Continuous Line Matrix.** This screen type uses proportionally spaced fonts for each line of text.
 - **Full Matrix.** This screen type uses proportionally spaced fonts, varies the height of characters, and displays simple graphics on the entire sign.
- 2.3. **Trailer.** Provide a 2 wheel trailer with square top fenders, 4 leveling jacks, and trailer lights. Do not exceed an overall trailer width of 96 in. Shock mount the electronics and sign assembly.
- 2.4. **Power Source.** Provide a diesel generator, solar powered power source, or both. Provide a backup power source as necessary.
- 2.5. **Cellular Telephone.** When shown on the plans, provide a cellular telephone connection to communicate with the PCMS unit remotely.

3. CONSTRUCTION

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

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

4. MEASUREMENT

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

5. PAYMENT

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

Special Specification 6185

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



1. DESCRIPTION

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

2. MATERIALS

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

3. CONSTRUCTION

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

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

4. MEASUREMENT

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

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

5. PAYMENT

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