

**CONTRACT DOCUMENTS
AND
TECHNICAL SPECIFICATIONS**

FOR



**HUEBNER CREEK HIKE AND BIKE TRAIL
CSJ: 0915-12-514
IDS Job No. 2117-001-00
CITY OF LEON VALLEY, TEXAS**

November 12, 2014

Prepared by:



IDS
Engineering Group

TBPE F-2726 | TBPLS 10110700 & 10110704

613 NW Loop 410, Suite 550
San Antonio, Texas 78216
210-340-8481



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SECTION A

NOTICE TO BIDDERS

CITY OF LEON VALLEY will receive bids for construction of "HUEBNER CREEK HIKE AND BIKE TRAIL" at the CITY OF LEON VALLEY (6400 El Verde Road, Leon Valley, TX 78238). The project includes construction of a hike and bike trail.

1. Pre-Bid Conference

A non-mandatory Pre-bid conference will be held on 20th day, March, 2015 at 10 a.m. Local Time at the CITY OF LEON VALLEY (6400 El Verde Road, Leon Valley, TX 78238).

2. Bid

Sealed bids addressed as follows will be received in the office of the City Manager "HUEBNER CREEK HIKE AND BIKE TRAIL, CITY OF LEON VALLEY, Attn: City Manager, 6400 El Verde Road, Leon Valley, TX 78238." Sealed Bids will be publicly opened and read on 27th day, March, 2015 at 10 a.m. Local Time at the CITY OF LEON VALLEY (6400 El Verde Road, Leon Valley, TX 78238).

Proposals must be accompanied by a cashier's check or a bid bond from a surety company holding a permit in the State of Texas for an amount equal to 2% of the amount bid. The amount of said cashier's check or bond will be forfeited to the OWNER and the bank or surety shall be liable to the OWNER for the amount in the event the successful bidder shall fail or refuse to enter into a contract or furnish bonds as hereafter required within ten (10) days after the date of notice of award.

The successful bidder must furnish a performance bond and a payment bond on the forms provided each in the amount of 100% of the Contract price from a surety company licensed by the State of Texas.

Copies of the bidding documents are on file and available for review at the office of the Engineer: IDS Engineering Group, Inc., 613 NW Loop 410, Suite 550, San Antonio, Texas 78216.

Copies of the bidding documents may be obtained from www.CivcastUSA.com: search "HUEBNER CREEK HIKE AND BIKE TRAIL". Bidders must register on this website in order to view and/or download specification, plans, and other related documents for this project. There is NO charge to view or download documents.

The OWNER reserves the right to reject any or all bids and to waive informalities or irregularities in bidding. In case of lack of clarity in stating prices, the OWNER reserves the right to consider the most advantageous construction thereof, or reject the bid.

The contract will be awarded to the responsive, responsible bidder submitting the lowest/best bid. The bidder selected will be notified at the earliest possible date. Tie breaking shall be in accordance with V.T.C.A. Local Government Code 271.901.

The Contractor shall identify all current liens in the past 3 years and vendor holds with the Texas Comptroller's Office on the Statement of Bidder Qualifications. The OWNER may disqualify respondents if an excessive amount of liens and/or vendor holds exist against the Contractor.

SECTION B

INSTRUCTIONS TO BIDDERS

1. Preparation of Bids:

Unless otherwise directed submit bids in duplicate on the prescribed forms or copies thereof. Prepare bids in accordance with the Contract Documents including but not limited to the Notice to Bidders, the Instructions to Bidders, and any instructions on the Proposal and Bid Sheet. A blank space on the Bid Sheet must be filled in, in ink, in figures as required, with amounts extended and totaled. If optional or alternate items are included in the Proposal and bidder does not wish to bid these items, enter the words NO BID in the appropriate space. Alternate bids will not be considered unless specifically requested in the proposal form. Any statement or letter qualifying the bid will be cause for rejection.

2. Owner:

The OWNER reserves the right to reject any or all bids and to waive informalities and irregularities in bidding. Contract award will be made to the responsible bidder who, in the OWNER's judgment, will be most advantageous to the OWNER and result in the best and most economical completion of the project.

3. Bidders:

Bidders desiring further information or interpretation must request such information or interpretation from the ENGINEER. Should a Bidder discover a discrepancy or an omission in plans or specifications, he should at once notify the ENGINEER so that an addendum can be issued. No explanation or interpretation other than an addendum issued by the ENGINEER will be considered official or binding.

4. Award of Contract:

The OWNER reserves the right to reject any and all bids. Unless the OWNER rejects all bids, an award will be made as quickly as possible consistent with the time required to analyze the bids. The award of the Contract may be made on the BASE BID only or any combination of the BASE BID AND ALTERNATE BIDS.

5. Conditions of Work:

Bidders are expected to be fully informed of construction and labor conditions under which the work will be performed, and to have thoroughly reviewed the plans, contract documents and specifications. Failure to do so will not relieve a successful bidder of any obligation to furnish material and labor necessary to complete the project.

6. Time of Completion:

Attention is directed to the proposal wherein either a blank space is provided for the bidder to enter the number of working days within which he agrees to complete the work, unless the completion time is specified by the OWNER.

7. Substitutions:

Where materials or equipment are specified by a trade or brand name, it is not the intention of OWNER to discriminate against an equivalent product of another manufacturer, but to set a definite standard of quality or performance, and to establish an equivalent basis for the evaluation of bids. In preparing his bid, each bidder is expected to include in his base bid the cost of the items so specified.

8. Telegraphic or Telephonic Modifications:

Any bidder may modify his bid by telegraphic or telephonic facsimile communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic or telephonic facsimile communication is received by OWNER prior to said closing time, and provided further, that OWNER is satisfied that a written confirmation of such telegraphic or telephonic facsimile modifications over the signature of the bidder was mailed prior to such closing time.

9. Qualifications of Bidders:

Proposals must be accompanied by a statement of the qualifications of the Bidder to properly execute the work. Statement should be on the form provided. In addition, complete information on any work which the Bidder failed to complete or abandoned within one year period to date of proposal should be included.

10. Financial Statement:

Each Proposal must be accompanied by a statement of the financial condition of the bidder as reflected by his most recently prepared statement. Submit in a sealed envelope marked, "Financial Statement of (name of bidder) for (description of project)". This statement will be examined only if the bidder's Proposal is actively considered for award, otherwise it will be returned unopened after the award of the Contract.

11. Delivery of Proposals:

It is the bidder's responsibility to deliver his Proposal at the proper time to the proper place. The fact that a Proposal was dispatched will not be considered. The bidder must have the Proposal actually delivered.

12. Number of Signed Sets of Documents:

Agreement and Bonds will be prepared in not less than four counterpart (original signed) sets. OWNER will furnish CONTRACTOR two sets of conforming Contract Documents, Technical Specifications, and six sets of Plans free of charge, and additional sets will be obtained from ENGINEER at commercial reproduction rates.

13. Sales Tax:

Owner is exempt from Texas sales and use taxes pursuant to Texas Tax Code §151.309 as a political subdivision of the State of Texas. Owner shall provide Contractor with a completed Texas Sales and Use

Tax Exemption Certification as evidence of the applicability of such exemption and accordingly, Contractor shall not collect Texas sales and use taxes from Owner with respect to this contract. Contractor and all subcontractors to Contractor shall issue a Texas Sales and Use Tax Exemption Certification with respect to, and shall not pay Texas sales and use taxes on, all purchases of the following items that are exempt from Texas sales and use taxes pursuant to Texas Tax Code §151.311: (i) tangible personal property that will be incorporated into Owner's realty; (ii) tangible personal property that is necessary and essential for the performance of this contract and is consumed entirely on the job site; and (iii) taxable services for use in the performance of this contract that are performed at the job site and are either integral to the performance of this contract or expressly required to be provided by this contract. In addition, Contractor and all subcontractors to Contractor (i) shall not include any provisions for Texas sales and use taxes with respect to such exempt items in any bid or contract amount, and (ii) shall pass on to Owner cost savings due to the exempt status of such exempt items. Contractor's contracts with all subcontractors to Contractor shall include the foregoing provisions regarding the exemption of Texas sales and use taxes.

14. Worker's Compensation Insurance:

See the Special Conditions of the Agreement.

15. Questions:

A. Submit questions about the bidding instruments to the Engineer by no later than seven (7) full calendar days prior to the bid opening time and date.

B. Necessary replies will be issued to bidders of record via email, fax, or www.civcastusa.com as addenda, which become a part of the bidding instruments. Oral instructions do not form a part of the bidding instruments.

SECTION C

PROPOSAL TO
CITY OF LEON VALLEY, TEXAS
FOR
HUEBNER CREEK HIKE AND BIKE TRAIL
IDS Job No. 2117-001-00
CITY OF LEON VALLEY, TEXAS

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the form of contract, instructions to bidders, specifications and plans, and has carefully examined the locations, conditions, and classes of materials of the proposed work; and agrees that he will provide all the necessary labor, machinery, tools, apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein, and for the prices set forth in the attached bid sheets.

It is understood that the work to be done will be paid for at the bid unit price or bid lump sum price as hereinafter established for each item subject to the provisions of the General or Special Conditions governing increases or decreases of bid quantities.

It is further understood and agreed that the work is to be completed in full within 130 working days after notification to proceed, and that the undersigned proposes to begin work promptly after notification to proceed.

CONTRACTOR

Signature: _____

Printed Name: _____

Date: _____

Address: _____

Phone No. _____

Attest:

SEAL

(Certification if Bidder is a Corporation)

I, _____, certify that I am the secretary of the corporation herein termed CONTRACTOR; and that the person whose name appears above was and is _____ (TITLE) of said corporation; and that this Contract was duly signed for and in behalf of said corporation by authority of its governing body, and such contract is within the scope of its corporate powers.

Signed: _____

(Corporate Seal)

**HUEBNER CREEK HIKE AND BIKE TRAIL
EVERS RD TO BANDERA RD**

BID FORM (SCHEDULE OF VALUES)					
SPEC ITEM	ITEM DESCRIPTION	UNIT	QUANTITIES	UNIT BID PRICE	EXTENDED AMOUNT
0100 2002	PREP ROW	STA	45		\$ -
0104 2009	REM CONC (RIP RAP)	SY	392		\$ -
0104 2036	REM CONC (SIDEWALK OR RAMP)	SY	15		\$ -
0105 2011	REM STAB BASE AND ASPH PAV (2"-6")	SY	2190		\$ -
0110 2001	EXCAVATION (ROADWAY)	CY	1700		\$ -
0110 2002	EXCAVATION (CHANNEL)	CY	90		\$ -
0132 2001	EMBANKMENT (FINAL) (ORD COMP) (TY A)	CY	270		\$ -
0160 2005	FURNISHING AND PLACING TOPSOIL	CY	385		\$ -
0161 2008	EROSION CONTROL COMPOST (2")	SY	3072		\$ -
0168 2001	VEGETATIVE WATERING	MG	420		\$ -
0247 2334	FL BS (CMP INPLC) (TY A OR B GR4) (3")	SY	4513		\$ -
0416 2002	DRILL SHAFT (24IN)	LF	180		\$ -
0420 2001	CL A CONCRETE (MISC)	CY	55		\$ -
0420 2013	CL C CONC (MISC)	CY	135.5		\$ -
0420 2005	CL C CONC (FOOTINGS)	CY	74		\$ -
0420 2256	CL S CONC (APPR SLAB) (HPC)	CY	18		\$ -
0420 2029	CL S CONC (SLAB)	CY	26		\$ -
0420 2011	CL C CONC (RETAINING WALL)	CY	63		\$ -
0500 2001	MOBILIZATION	LS	1		\$ -
0502 2001	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	6		\$ -
1122 2001	ROCK FILTER DAMS TYP 1 (INSTALL)	LF	140		\$ -
1122 2009	ROCK FILTER DAMS TYP 1 (REMOVE)	LF	140		\$ -
1122 2037	TEMP SEDIMENT CONTROL FENCE INSTALL	LF	4250		\$ -
1122 2057	TEMP SEDIMENT CONTROL FENCE REMOVE	LF	4250		\$ -
0529 2011	CONC CURB & GUTTER (SAWTOOTH)	LF	345		\$ -
0531 2004	CONC SIDEWALKS (6")	SY	6183		\$ -
SS1006	KIOSK	EA	4		\$ -
SS1000	TRAIL SIGNAGE	EA	10		\$ -
SS1001	ROADWAY SIGN	EA	2		\$ -
SS1002	TRAILHEAD SIGN	EA	1		\$ -
SS1003	TRAIL MEDALION	EA	1		\$ -
SS1004	1/4 MILE MARKER	EA	3		\$ -
SS1005	CREEK CROSSING MARKER	EA	2		\$ -
1020 2001	TREE PROTECTION	EA	50		\$ -
1020 2002	TREE PROTECTION (PROTECT FENCE)(PLASTIC)	LF	2,500		\$ -

**HUEBNER CREEK HIKE AND BIKE TRAIL
EVERS RD TO BANDERA RD**

BID FORM (SCHEDULE OF VALUES)					
SPEC ITEM	ITEM DESCRIPTION	UNIT	QUANTITIES	UNIT BID PRICE	EXTENDED AMOUNT
1020 2005	TREE PROTECTION (MULCH)	SY	3,000		\$ -
SS 2001	FLAGSTONE VENEER	SF	1810		\$ -
SS 2002	BIKE RACK	EA	1		\$ -
SS 2003	DRINKING FOUNTAIN	EA	3		\$ -
SS 2004	TRASH RECEPTACLES	EA	2		\$ -
SS 2005	SHADE STRUCTURE	EA	1		\$ -
SS 2006	SEATING BOULDERS	EA	6		\$ -
SS 2007	STEEL HANDRAIL	LF	90		\$ -
SS 2008	CEDAR SPLIT-RAIL FENCE	LF	650		\$ -
SS 2009	PARK BENCH	EA	2		\$ -
SS 2010	CELLULOSE FIBER MULCH SEEDING (PERM)	AC	1		\$ -
SS 5530	REMOVABLE BOLLARDS	EA	2		\$ -
CONSTRUCTION TOTAL =					\$ -

SECTION D

AGREEMENT

STATE OF TEXAS

CITY OF LEON VALLEY

THIS AGREEMENT, made and entered into this _____ day of _____, 20_____, by and between THE CITY OF LEON VALLEY, TEXAS hereinafter termed OWNER, and _____, a Texas corporation hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, and under the conditions expressed in the bond bearing even date herewith, the CONTRACTOR agrees to commence and complete the construction of certain improvements described as follows:

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and all extra work in connection therewith, and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the General and Special Conditions of the Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Technical Specifications and addenda therefore as prepared by IDS ENGINEERING GROUP, INC., hereinafter termed ENGINEER, each of which has been identified by the endorsement of the CONTRACTOR, and together with the CONTRACTOR's written Proposal, and the Performance and Payment Bonds thereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence the Work (as such term is defined in the Contract Documents) within ten days after the date written notice to do so shall be given to him by OWNER and to fully complete the Work to the satisfaction of OWNER within 130 working days after the date of the written notice to commence Work.

The CONTRACTOR is and at all times shall remain an independent CONTRACTOR, solely responsible for the manner and method of completing its Work under this Contract, with full power and authority to select the means, method and manner of performing such Work, so long as the Work complies with this Contract including the drawings and technical specifications.

The CONTRACTOR agrees that it shall be solely responsible for the safety of its employees and all other persons and shall be solely responsible for determining the course of action necessary to protect all persons, including members of the public, from bodily injury or property damage during its Work on the project, including the erection of barricades or the installation of other traffic or pedestrian control

measures.

As part of the consideration for the payments and agreements hereinafter mentioned, **CONTRACTOR AGREES TO INDEMNIFY AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS AND CAUSES OF ACTION OF WHATSOEVER NATURE AND CHARACTER WHICH MAY BE ASSERTED BY ANY PERSON OR ENTITY IN CONNECTION WITH CONTRACTOR'S WORK (INCLUDING THE WORK OF SUBCONTRACTORS) ON THE PROJECT, AND THIS INDEMNITY AND HOLD HARMLESS AGREEMENT IS SPECIFICALLY INTENDED TO COVER ALL COSTS OF FUTURE LITIGATION, INCLUDING ATTORNEY'S FEES AND OTHER DEFENSE COSTS.**

OWNER and CONTRACTOR each binds itself, its officers, directors, shareholders, partners, successors, assigns and legal representatives to the other party hereto, its officers, directors, shareholders, partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

THE GENERAL AND SPECIAL CONDITIONS ATTACHED TO THIS AGREEMENT CONTAIN PROVISIONS THAT MAY RELIEVE ONE PARTY FOR RESPONSIBILITY IT WOULD OTHERWISE HAVE UNDER THE LAW FOR DAMAGES OR OTHER LIABILITY ARISING OUT OF THE WORK.

EACH OF THE PARTIES HERETO SPECIFICALLY AGREES THAT IT HAS A DUTY TO READ THIS AGREEMENT, THE GENERAL AND SPECIAL CONDITIONS, AND ALL OTHER ATTACHMENTS TO THIS AGREEMENT AND AGREES THAT IT IS CHARGED WITH NOTICE AND KNOWLEDGE OF THE TERMS OF THIS AGREEMENT AND ALL ATTACHMENTS HERETO; THAT IT HAS IN FACT READ THIS AGREEMENT AND ALL ATTACHMENTS HERETO AND IS FULLY INFORMED AND HAS FULL NOTICE AND KNOWLEDGE OF THE TERMS, CONDITIONS AND EFFECTS OF THIS AGREEMENT; THAT IT HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL OF ITS CHOICE THROUGHOUT THE NEGOTIATIONS PRECEDING ITS EXECUTION OF THIS AGREEMENT AND HAS RECEIVED OR VOLUNTARILY CHOSEN NOT TO RECEIVE THE ADVICE OF ITS ATTORNEY IN ENTERING INTO THIS AGREEMENT; AND THAT IT RECOGNIZES THAT CERTAIN TERMS OF THIS AGREEMENT AND ALL ATTACHMENTS HERETO RESULT IN ONE PARTY ASSUMING THE LIABILITY INHERENT IN SOME ASPECTS OF THE TRANSACTION AND RELIEVING THE OTHER PARTY OF ITS RESPONSIBILITY FOR SUCH LIABILITY. EACH PARTY HERETO AGREES AND COVENANTS THAT IT WILL NOT CONTEST THE VALIDITY OR ENFORCEMENT OF ANY EXCULPATORY PROVISION OF THIS AGREEMENT ON THE BASIS THAT THE PARTY HAD NO NOTICE OR KNOWLEDGE OF SUCH PROVISION OR THAT THE PROVISION IS NOT "CONSPICUOUS".

THE OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the Agreement, and the Special Conditions to the General Agreement.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

CITY OF LEON VALLEY, TEXAS
OWNER _____

CONTRACTOR

By: _____

By: _____

ATTEST:

ATTEST:

(Certification if Bidder is a Corporation)

I, _____, certify that I am the secretary of the corporation herein termed the CONTRACTOR; and that the person whose name appears above was and is _____ of said corporation,

(Title)

and that this Contract was duly signed for and in behalf of said Corporation by authority of its governing body, and such contract is within the scope of its corporate powers.

SIGNED:

(Corporate Seal)

SECTION E

PERFORMANCE BOND

STATE OF TEXAS

CITY OF LEON VALLEY

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 Principal, are held and
firmly bound unto _____ (OWNER) in
the penal sum of _____ Dollars (\$ _____), for
payment whereof, the said Principal and Surety bind themselves and their heirs, administrators,
executors, officers, directors, shareholders, partners, successors, and assigns, jointly and severally, by
these presents.

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the _____
_____ day of _____, 20_____, for

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IDS Job No. 2117-001-00
CITY OF LEON VALLEY, TEXAS

which contract is 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 Contract and shall in all respects fully and faithfully observe and perform all and
singular the covenants, conditions and agreements in and by said Contract agreed and covenanted by
the Principal to be observed and performed during the original term of the Contract and any extensions
thereof that may be granted by Owner, and during the life of any guaranty or warranty required under
the Contract, and according to the true intent and meaning of said Contract and the Contract
Documents and the Plans and Specifications related thereto, then this obligation shall be void;
otherwise to remain in full force and effect. 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 the plans, specifications, or drawings accompanying the same, shall in anywise affect its
obligation on this bond, and it does hereby waive notice of any such change, extension of time,
alteration or addition to the terms of the contract, 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

By_____

By_____

Name_____

Name_____

Title_____

Title_____

Address_____

Address_____

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

SECTION F

PAYMENT BOND

STATE OF TEXAS

CITY OF LEON VALLEY

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 _____ (OWNER) in the penal sum of _____ Dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, officers, directors, shareholders, partners, successors and assigns, jointly and severally, by these presents.

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the _____ day of _____, 20_____, for

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CITY OF LEON VALLEY, TEXAS

which contract is 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.

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 the documents, plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract 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

By_____

By_____

Name_____

Name_____

Title_____

Title_____

Address_____

Address_____

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

SECTION G

General Requirements and Covenants 1 through 9 Note

The specifications for this project will conform to the General Provisions Items 1 through 9 in the Texas Department of Transportation's Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, adopted June 1, 2004.

SECTION H



Project No: 2117-001-00

TxDOT Control No: 0915-12-514

DISADVANTAGED BUSINESS ENTERPRISE PERCENTAGE GOAL

The goal for Disadvantaged Business Enterprise (DBE) participation in the work to be performed under this construction contract is 5 % of the contract amount.

SECTION I

**CONTRACTOR'S ASSURANCE
(Subcontracts – Federal Aid Projects)**

By signing this Contract, the Contractor is giving assurances that all subcontract agreements of \$10,000 or more on this project will incorporate the following provisions:

✓ Special Provision	"Certification of Nondiscrimination in Employment"
✓ Special Provision	"Measurement and Payment" (Article 9.2)
✓ Special Provision	"Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity" (Executive Order 11246)
✓ Special Provision	"Standard Federal Equal Employment Opportunity Construction Contract Specifications" (Executive Order 11246)
✓ Form FHWA 1273	"Required Contract Provisions Federal-aid Construction Contracts" (Form FHWA 1273 must also be physically attached to subcontracts and purchase orders of \$10,000 or more)

SECTION J



**CHILD SUPPORT STATEMENT FOR THE
TEXAS DEPARTMENT OF TRANSPORTATION
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% percent 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 by 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.)

The Texas Department of Transportation maintains the information collected through this article. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under Section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

- Please send this form to Texas Department of Transportation, General Services Division (GSD).
- Contract Services Section, 125 E. 11th Street, Austin, Texas 78701-2483.

SECTION K

The State of _____

County of _____

**Certification of Absence of Suspension, Debarment,
Voluntary Exclusion, or Determination of Ineligibility**

The undersigned bidder, under penalty of perjury under the laws of the United States or the State of Texas, certifies that, except as noted herein, the bidder's firm and all persons associated therewith in the capacity of owner, partner, stockholder, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of any part of the firm's operations:

1. Are not currently suspended, debarred, or voluntarily excluded from or determined to be ineligible for bidding by any federal agency;
2. Have not been suspended, debarred, voluntarily excluded from or determined to be ineligible for bidding by any federal agency within the past three years;
3. Do not have a proposed debarment pending with any federal agency; and
4. Have not been indicted, convicted, or had a civil judgment rendered against it or any person indicated above by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

All exceptions to the above are recorded in the following space:

The undersigned bidder understands that exceptions will not necessarily preclude the issuance of a bidding proposal or result in the denial of award of the contract for a Federally-funded project. It is also understood that exceptions will be carefully reviewed by the department and by the Federal Highway Administration and may result in rejection of the bid proposal and suspension and debarment of the contractor pursuant to 43 Texas Administrative Code (TAC) Section 9.105, Suspension, to 43 TAC Section 9.106, Sanctions and/or 49 CFR Part 29, Debarment and Suspension (Non-procurement).

For any exception noted, the following information explains to whom it applies, the initiating agency, and the dates of action.

The undersigned bidder understands that providing false information may result in criminal prosecution or administrative sanctions.

The bidder certifies that all taxes, licenses, permits, fees, etc., as required by city, county, state or federal law relating to his/her business operations are current and unrestricted. In addition the undersigned authorizes the department to verify any and all information provided as determined necessary.

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

Print Firm Name

Signature/Title

Before me, the undersigned authority, a Notary Public, on this day personally appeared _____

who, being by me duly sworn, upon oath says that she/he is qualified and authorized to make affidavit for and on

behalf of _____

bidder, _____ County, and is fully cognizant of the facts herein set out of _____ out

and affirms to the truth and accuracy of the certifications made herein by signing the document above.

Subscribed and sworn to before me by the said _____

Name

this _____ day of _____, _____, to certify which witness my _____

hand and seal of office.

Notary Public in and for

_____ County

Note: The Notary Public must be an individual other than an officer, partner, LLC member/manager, or an otherwise related party.

SECTION L

Statement on Convict Produced Materials & Convict Labor



Each bidder agrees to abide by the Federal Highway Administration's requirements 23 CFR § 635.120 and 23 CFR § 635.417. Below is a reprint of the requirements. Both items refer to hiring convict labor or buying convict-produced materials.

Sec. 635.117 Labor and employment.

- (a) No construction work shall be performed by convict labor at the work site or within the limits of any Federal-aid highway construction project from the time of award of the contract or the start of work on force account until final acceptance of the work by the SHA unless it is labor performed by convicts who are on parole, supervised release, or probation.
- (b) No procedures or requirement shall be imposed by any State which will operate to discriminate against the employment of labor from any other State, possession or territory of the United States, in the construction of a Federal-aid project.
- (c) The selection of labor to be employed by the contractor on any Federal-aid project shall be by the contractor without regard to race, color, religion, sex, national origin, age, or handicap and in accordance with 23 CFR part 230, 41 CFR part 60 and Exec. Order No. 11246 (Sept. 24, 1965), 3 CFR 339 (1964-1965), as amended.
- (d) Pursuant to 23 U.S.C. 140(d), it is permissible for SHA's to implement procedures or requirements which will extend preferential employment to Indians living on or near a reservation on eligible projects as defined in paragraph (e) of this section. Indian preference shall be applied without regard to tribal affiliation or place of enrollment. In no instance should a contractor be compelled to layoff or terminate a permanent core crew employee to meet a preference goal.
- (e) Projects eligible for Indian employment preference consideration are projects located on roads within or providing access to an Indian reservation or other Indian lands as defined under the term "Indian Reservation Roads" in 23 U.S.C. 101 and regulations issued thereunder. The terminus of a road "providing access to" is that point at which it intersects with a road functionally classified as a collector or higher classification (outside the reservation boundary) in both urban and rural areas. In the case of an Interstate highway, the terminus is the first interchange outside the reservation.
- (f) The advertisement or call for bids on any contract for the construction of a project located on the Federal-aid system either shall include the minimum wage rates determined by the Secretary of Labor to be prevailing on the same type of work on similar construction in the immediate locality or shall provide that such rates are set out in the bidding documents and shall further specify that such rates are a part of the contract covering the project.

Sec. 635.417 Convict produced materials.

- (a) Materials produced after July 1, 1991, by convict labor may only be incorporated in a Federal-aid highway construction project if such materials have been:
 - (1) Produced by convicts who are on parole, supervised release, or probation from a prison or
 - (2) (2) Produced in a qualified prison facility and the cumulative annual production amount of such materials for use in Federal-aid highway construction does not exceed the amount of such materials produced in such facility for use in Federal aid highway construction during the 12-month period ending July 1, 1987.

(b) Qualified prison facility means any prison facility in which convicts, during the 12- month period ending July 1, 1987, produced materials for use in Federal-aid highway construction projects.

SECTION M

ENGINEER'S SEAL NOTE

Project ID:
Control: 0915-12-514
Highway: CS
County: Bexar

"The enclosed specifications, special specifications, special provisions, general notes, and specification data in this document have been issued by me or under my responsible supervision as being applicable to this project. Alteration of a sealed document without proper notification of the responsible engineer is an offense under the Texas Engineering Practice Act."



11.12.2014

SECTION N

Project Number:

Sheet

County: Bexar

Control: 0915-12-514

Highway:

*****GENERAL NOTES*****

Steel Wrapped or Asbestos Utility Lines:

Existing steel wrapped natural gas and/or asbestos cement (AC) water lines that will no longer be in service are usually abandoned in place (AIP). However, if any of these lines have to be removed for whatever reason (in the way of other construction, to make tie-ins, etc.) comply with all federal, state and local laws, ordinances and regulations regarding the management of these materials. At a minimum:

1. Contact the Engineer.
2. Remove the minimum amount of pipe needed to perform the proposed work.
3. Cover and secure the ends of the pipe with a double layer of 6 mil plastic. If the pipe is damaged, cover the entire pipe.
4. Move the pipe to an approved temporary site within the project.
5. The Engineer will determine the owner (utility company) of the pipe and will coordinate removal from the project. The contractor will load the pipe onto the removal vehicles but will NOT be responsible for removing the pipe from the project.
6. Removal of the pipe from the trench is subsidiary to the work that created the need for the removal (excavation for structures, roadway, a new line, tie-ins, etc.). The work performed in handling the pipe after it has been removed from the trench (covering with plastic, hauling to the temporary site and later loading on to the disposal vehicles will be paid for through the Force Account procedure.

Contact the Engineer or the City when construction operations are within 400 feet of a signalized intersection to determine/verify the location of loop detectors, conduit, ground-boxes, etc. Repair or replace any signal equipment damaged by construction operations. The method of repair or replacement shall be pre-approved and inspected. Depending on the type and extent of the damage, the Engineer reserves the right to perform the repair or replacement work and the Contractor will be billed for this work.

Remove existing raised pavement markings as the work progresses or as approved. This work is subsidiary to the various bid items. Properly dispose materials removed.

To better fit field conditions, the cross sections may be varied when approved.

If there are waste areas or material source areas, follow the Texas Aggregate Quarry and Pit Safety Act requirements.

Project Number:

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County: Bexar

Control: 0915-12-514

Highway:

Any materials removed and not reused and determined to be salvageable shall be stored within the project limits at an approved location or delivered undamaged to the storage yard as directed. Properly dispose unsalvageable materials in accordance with local, state, and federal regulations. Deface traffic signs so that they will not reappear in public as signs.

Any sign panels that are adjusted or removed and replaced, shall be done the same workday unless otherwise approved.

Notify the Engineer at least two weeks prior to a proposed traffic pattern change(s) that will require a revision to traffic signals.

Hurricane Evacuation

Hurricane Season is from June 1 thru November 30. As the closest metropolitan city inland from the Texas Coast, the City of San Antonio is a major shelter destination during mandatory hurricane evacuations. As such, planned work zone lane or road closures may be restricted and/or suspended during mandatory hurricane evacuation operations. The District will coordinate these restrictions at a minimum H-120 from any projected impact to the Texas Coast.

No time charges will be made if the Engineer determines that work on the project was impacted by the hurricane.

The Engineer may order changes in the Traffic Control Plan to accommodate evacuation traffic, and may suspend the work, all or in part, to ensure timely completion of this work. All work to implement changes in the Traffic Control Plan will be paid through existing bid prices or through Item 9.5, Force Account. However, the Department will not entertain any request for delay damages, loss of efficiency that may be attributed to the restriction or suspension of road or lane closures, or to changes in the Traffic Control Plan.

The Contractor should be aware that the "City Public Service" (CPS) will be consulted by the Engineer in matters concerning the execution of the work, materials and testing related to the CPS work. As such; a CPS employee may be observing the construction and related operations as they progress.

--Item 5--

When working near aerial electrical lines or utility poles, comply with Federal, State and local regulations. For electrical lines and poles shown in the plans, if the lines need to be de-energized or if poles need to be braced, contact the electrical company. Work pertaining to de-energizing lines, bracing poles and other protective measures will not be paid by TxDOT.

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County: Bexar

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Highway:

Prevention of Migratory Bird Nesting

It is anticipated that migratory birds, a protected group of species, may try to nest on bridges, culverts, vegetation, or gravel substrate, at any time of the year. The preferred nesting season for migratory birds is from February 15 through October 1. When practicable, schedule construction operations outside of the preferred nesting season. Otherwise, nests containing migratory birds must be avoided and no work will be performed in the nesting areas until the young birds have fledged.

Structures

Bridge and culvert construction operations can not begin until swallow nesting prevention is implemented, until after October 1 if it's determined that swallow nesting is actively occurring, or until it's determined swallow nests have been abandoned. If the State installed nesting deterrent on the bridges and culverts, maintain the existing nesting deterrent to prevent swallow nesting until October 1 or completion of the bridge and culvert work, whichever occurs earlier. If new nests are built and occupied after the beginning of the work, do not perform work that can interfere with or discourage swallows from returning to their nests. Prevention of swallow nesting can be performed by one of the following methods:

1. By February 15 begin the removal of any existing mud nests and all other mud placed by swallows for the construction of nests on any portion of the bridge and culverts. The Engineer will inspect the bridges and culverts for nest building activity. If swallows begin nest building, scrape or wash down all nest sites. Perform these activities daily unless the Engineer determines the need to do this work more frequently. Remove nests and mud through October 1 or until bridge and culvert construction operations are completed.
2. By February 15 place a nesting deterrent (which prevents access to the bridge and culvert by swallows) on the entire bridge (except deck and railing) and culverts.

No extension of time or compensation payment will be granted for a delay or suspension of work caused by nesting swallows. This work is subsidiary to the various bid items.

Provide a non-intrusive back-up alarm system on all heavy equipment used in close proximity to residential areas. This item is subsidiary to various bid items.

--Item 6--

Show the stockpile lot and/or sub lot numbers on all tickets for all materials.

--Item 7--

The project's total disturbed area is 1.83 acres. The disturbed area in all project locations and Contractor project specific locations (PSL's), within 1/4 mile of the project limits, will further establish the authorization requirements for storm water discharges. The department will obtain an authorization to discharge storm water from the Texas Commission on Environmental Quality (TCEQ) for the construction activities shown on the plans. Obtain any required authorization from the TCEQ for any PSL's on or off the ROW. When the total area disturbed on the project and PSL's within 1/4 mile of the project exceeds 5 acres, provide a copy

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of the Contractor NOI for PSL's to the Engineer (to the appropriate MS4 operator when the project is on an off-state system route).

Notify the Engineer of the disturbed acreage within one (1) mile of the project limits. Obtain authorization from the TCEQ for Contractor PSL's for construction support activities on or off ROW.

--Item 8--

Working days will be computed and charged in accordance with Article 8.3.A.1: Five-Day work week.

Locate and reference with station and offset all manholes and valves within the construction area. Each manhole and valve shall be identified by its owner (SAWS, CPS, etc.). No roadwork will begin until this list has been submitted. Gas valves have to be accessible at all times, therefore; temp. CTB, material stock piles, etc. can not be placed over these valves.

Construct all manholes and valves to final pavement elevations prior to the final mat of ACP. If, between the final elevation adjustment and the final mat of ACP, the manholes and valves are going to be exposed to traffic, place temporary asphalt around the manhole and valve to provide a +/- 50:1 taper. The cost of elevation adjustment will be part of the manhole and valve work, and asphalt tapers are part of the ACP work.

--Item 100--

Begin clearing operations after trees and other areas of vegetation to be protected have been identified and approved. Install fencing around features to be protected as shown in the plans or directed. Coordinate all right of way clearing operations with the SW3P.

Trim and remove brush and trees as needed for construction operations. Obtain approval for proposed method of tree and brush trimming and removal. Vertical flailing equipment is not allowed. Treat damaged or cut branches, roots and/or stumps of all oak trees with a commercial tree wound dressing. Disinfect all pruning tools with a solution of 70% alcohol before moving from one tree to another. Unless otherwise approved remove all resulting vegetative debris from the ROW within 24 hours. The Engineer can stop all construction operations if the dressing, cut and removal requirements are not followed.

--Item 164--

Drill seeding of permanent grasses requires the use of approved grass seeding equipment capable of properly storing and metering the release of small seeds (such as Bermuda grass) separately from fluffy type seeds (such as bluestems). Equipment manufactured for planting grain crops is acceptable for planting temporary cool season seeds, but not for planting the permanent seed mix.

When drill seeding is required, cultivate the area to a depth of 4 in. after the fertilizer has been applied and before placing the seed.

If performing a permanent seeding in an area with established temporary grass cover and mowing is performed instead of tilling, seed and fertilizer may be distributed simultaneously during "Broadcast Seeding" operations, provided each component is applied at the specified rate.

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Highway:

--Item 166--

Use a fertilizer with an analysis of 13-13-13 (50% of the total N must be sulfur coated urea) to apply 60 lbs of actual N per acre. This requires 460 lbs of 13-13-13 per acre or .095 lbs per SY of area.

--Item 168--

Apply vegetative watering as needed to supplement natural rainfall during the vegetation establishment period. Plan quantity of irrigation water is based on the application of a total of 1.3 gal of water each week for each sq. yd. of area that is sodded or seeded. Establishment time is estimated to be 12 weeks for both sod and permanent seed mixes. Temporary seeding will require less time for establishment. Provide a schedule and coordinate watering cycles and rates per cycle with the Engineer. Obtain approval if the quantity of water to be applied is expected to exceed the plan quantity. Adjust the amount of water applied with each cycle and the number of cycles each wk. according to actual site conditions. Drought or other conditions, as determined by the Engineer, may require the application of supplemental irrigation during hours other than normal working hours.

--Item 247--

There is no minimum PI requirement for this project.

--Item 420--

Mass concrete will be measured in place.

Restrict large aggregate size to $\frac{3}{4}$ " maximum for class "C" concrete used in aesthetic details requiring form liners.

--Item 421--

Use an automated ticket that contains the same information as TxDOT's ticket. Submit the ticket for approval prior to use. The concrete producer will contact the District Laboratory or the Engineer's Office (outside the San Antonio area) to inform TxDOT of scheduled structural concrete batching. Structural concrete includes bridge drill shafts, columns, caps, abutments, deck or top slabs of direct traffic culverts.

Entrained air is allowed for Class P and Class HES concrete only. Air content testing is waived for all classes of concrete.

The curing facilities and strength testing equipment is not required for this project.

Poly-fiber reinforced concrete may be used as an option, with the approval by the Engineer, for riprap, sidewalk, curb/gutter, and mow strip. Use a TxDOT approved manufacturer or producer for the poly-fiber. The poly-fibers shall be combined with the concrete in proportions as recommended by the manufacturer. A concrete mix design must be approved by the Engineer.

--Item 432--

In all riprap slopes, provide 3 inch diameter weep holes at 10 foot maximum spacing and backed with loose graded gravel or crushed stone and galvanized hardware cloth.

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Highway:

In areas where guard fence posts are to be placed in riprap, the riprap shall have an 18 inch +/-blocked out area (round or square).

Match the slope of the Riprap (Mow Strip) to the slope of the adjacent roadway.

--Item 462--

Use concrete aggregate with two sacks of Portland cement per cubic yard for fill between pre-cast boxes.

The following structures shall be cast-in-place:

ALL STRUCTURES SPECIFIED IN PLAN.

--Item 500--

"Materials on Hand" payments will not be considered in determining percentages for mobilization payments.

--Item 502--

After written notification, the time frame to provide properly maintained signs and barricades before considered in non-compliance is 48 hours from receipt of the notification.

Moving an existing sign to a temporary location is subsidiary to this Item. Installations with permanent supports at permanent locations will be paid for under the applicable bid item (s).

Notify the Engineer 5 business days in advance of any temporary or permanent lane, ramp, connector, etc. closures/detours, restrictions to lane widths, alterations to vertical clearances, or modifications to radii. Any other modifications to the roadway that may adversely affect the mobility of oversized/overweight trucks also require 5 business days advance notice to the Engineer. Unless shown in the TCP, no lane, ramp, connector, etc. closures are allowed during special events. At least one lane has to remain open at all times. For all lane closures, provide written closure information by 1:00PM on the business day prior to the closure. For closures on a Monday or following a Holiday, furnish the information the workday prior to the closure. Lane closures will not be allowed if this reporting requirement is not met.

For closures not listed in the TCP; the lane closures are limited to between the hours of 5:00 AM TO 8:00 PM, and at least one lane has to remain open at all times.

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Highway:

Avoid placing stockpiles within the roadway's horizontal clear zone. If a stockpile is placed within the clear zone, address in accordance with the TMUTCD.

Do not place barricades, signs, or any other traffic control devices where they interfere with sight distance at driveways or side streets.

In addition to providing a Contractor's Responsible Person and a phone number for emergency contact, have an employee available to respond on the project for emergencies and for taking corrective measures within 2 hours or within a reasonable time frame as specified by the Engineer.

--Item 531--

The curb ramp truncated domes will be terra cotta.

The curb ramp locations shown in the plans have taken into account the geometric features of the intersection, traffic signals, and the pavement markings. If anything changes during construction, the location of curb ramps must be adjusted to ensure they meet TAS requirements.

--Item 1122--

1122-1 An Inspector will perform a regularly scheduled SWP3 inspection every 7 calendar days.

SECTION O

LIST OF GOVERNING SPECIFICATIONS

All standard specifications, special provisions, and special specifications applicable to this Project are identified as follows:

STANDARD SPECIFICATIONS Adopted by the Texas Department of Transportation, June 1, 2004. Standard Specifications are incorporated into the contract by reference.

ITEMS 1 TO 9 General Requirements and Covenants

- Item 100 PREPARING RIGHT OF WAY (103)
- Item 104 REMOVING CONCRETE
- Item 105 REMOVING STABILIZED BASE AND ASPHALT PAVEMENT
- Item 110 EXCAVATION (132)
- Item 132 EMBANKMENT (100) (204) (210) (216) (400)
- Item 160 TOPSOIL
- Item 161 COMPOST (160)
- Item 168 VEGETATIVE WATERING
- Item 247 FLEXIBLE BASE (105) (204) (210) (216) (520)
- Item 416 DRILLED SHAFT FOUNDATIONS (420) (421) (440) (448)
- Item 420 CONCRETE STRUCTURES (400) (421) (427) (438) (440) (448)
- Item 500 MOBILIZATION
- Item 502 BARRICADES, SIGNS AND TRAFFIC HANDLING
- Item 529 CONCRETE CURB, GUTTER, AND COMBINED CURB AND GUTTER (360)(420)(421)(440)
- Item 531 SIDEWALKS (104) (360) (420) (421) (440) (530)

SPECIAL PROVISIONS Special Provisions will govern and take precedence over the specification enumerated hereon wherever in conflict therewith.

Required Contract Provisions, Federal Aid Construction Contracts (Form FHWA 1273, Rev 5-2012)

- Special Provision Special Provisions with Current Wage Rates
- Special Provision Notice to All Bidders (000-003-City of Leon Valley)
- Special Provision Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) (000-004-City of Leon Valley)
- Special Provision Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246) (000-006-City of Leon Valley)
- Special Provision Certification of Nondiscrimination in Employment (000-009-City of Leon Valley)
- Special Provision Department Division Mailing and Physical Address (000-011-City of Leon Valley)
- Special Provision Notice of Changes to U.S. Department of Labor Required Payroll Information (000-1483-City of Leon Valley)
- Special Provision Disadvantaged Business Enterprise in Federal-Aid Contracts (000-1966-City of Leon Valley)
- Special Provision Partnering (000-2329-City of Leon Valley)
- Special Provision Schedule of Liquidated Damages (000-2332-City of Leon Valley)
- Special Provision Nondiscrimination (000-2607-City of Leon Valley)
- Special Provision On-the-Job Training Program (000-2638-City of Leon Valley)
- Special Provision Important Notice to Contractor (000-2839-City of Leon Valley)

Special Provision	Definition of Terms (001-015-City of Leon Valley)
Special Provision	Scope of Work (004-017-City of Leon Valley)
Special Provision	Control of the Work (005-004-City of Leon Valley)
Special Provision	Control of Materials (006-030-1-City of Leon Valley)
Special Provision	Control of Materials (006-047-City of Leon Valley)
Special Provision	Legal Relations and Responsibilities (007-918-City of Leon Valley)
Special Provision	Prosecution and Progress (008-119-City of Leon Valley)
Special Provision	Measurement and Payment (009-009-City of Leon Valley)
Special Provision	Measurement and Payment (009-015-City of Leon Valley)
Special Provision	Preparing Right of Way (100-002-City of Leon Valley)
Special Provision	Compost (161-006-City of Leon Valley)
Special Provision	Fertilizer (166-001-City of Leon Valley)
Special Provision	Flexible Base (247-033-City of Leon Valley)
Special Provision	Concrete Pavement (360-013-City of Leon Valley)
Special Provision	Concrete Structures (420-002-City of Leon Valley)
Special Provision	Hydraulic Cement Concrete (421-035-City of Leon Valley)
Special Provision	Reinforcing Steel (440-006-City of Leon Valley)
Special Provision	Structural Field Welding (448-002-City of Leon Valley)
Special Provision	Mobilization (500-011-City of Leon Valley)
Special Provision	Barricades, Signs, and Traffic Handling (502-033-City of Leon Valley)
Special Provision	Intersections, Driveways, and Turn outs (530-006-City of Leon Valley)
Special Provision	Temporary Erosion, Sedimentation, and Environmental Controls (1122-001-City of Leon Valley)

SPECIAL SPECIFICATIONS

1000	Trail Signage
1001	Roadway Sign
1002	Trailhead Sign
1003	Trail Medallion
1004	¼ Mile Marker
1005	Creek Crossing Marker
1006	Kiosk
1020	Tree Protection in Construction Areas
1122	Temporary Erosion, Sedimentation, and Environmental Controls (161)(432)(556)
2001	Flagstone Veneer
2002	Bike Rack
2003	Drinking Fountain
2004	Trash Receptacle
2005	Shade Structure
2006	Seating Boulders
2007	Steel Handrail
2008	Cedar Split-Rail Fence
2009	Park Bench
2010	Seeding for Erosion Control (166) (168)
5530	Removable Bollards (421)

SECTION P

SPECIAL PROVISIONS

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

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

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

I. GENERAL

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

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

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

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

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

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

II. NONDISCRIMINATION

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

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

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

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

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

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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

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

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

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

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

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

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

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

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

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

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

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

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

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

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

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

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

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

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

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

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

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

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

1. Instructions for Certification – First Tier Participants:

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

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

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

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

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

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

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

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

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

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

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

The wage rates listed are those predetermined by the Secretary of Labor and State Statute to be the minimum wages paid. 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 must be submitted to the Engineer for approval. IMPORTANT NOTICE FOR STATE PROJECTS; only the controlling wage rate zone applies to the contract. Effective 1-3-2014

CLASS. #	CLASSIFICATION DESCRIPTION	ZONE TX07 1/3/14	ZONE TX08 1/3/14	ZONE TX11 1/3/14	ZONE TX12 1/3/14	ZONE TX14 1/3/14	ZONE TX16 1/3/14	ZONE TX18 1/3/14	ZONE TX34 1/3/14	ZONE TX35 1/4/13	ZONE TX37 1/3/14	ZONE TX38 1/3/14	ZONE TX40 1/3/14	ZONE TX41 1/3/14	ZONE TX54 1/3/14	ZONE TX56 1/3/14	ZONE TX63 1/3/14
1428	Agricultural Tractor Operator						\$12.69					\$12.35			\$11.75		
1300	Asphalt Distributor Operator	\$14.87	\$13.48	\$13.88			\$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		\$14.36	\$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		\$12.12	\$11.64	\$11.44	\$12.69	\$12.05	\$11.34	\$11.67	\$11.40	\$12.59	\$12.36	
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			\$11.04	\$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		\$12.56	\$12.77	\$12.44	\$14.12	\$13.04	\$13.38		\$12.80	\$12.79	\$12.98	\$13.32
1318	Concrete Pavement Finishing Machine Operator						\$15.48			\$16.05		\$19.31				\$13.07	
1315	Concrete Paving, Curing, Float, Texturing Machine Operator											\$16.34				\$11.71	
1333	Concrete Saw Operator									\$14.48	\$17.33					\$13.99	
1399	Concrete/Gunite Pump Operator																
1344	Crane Operator, Hydraulic 80 tons or less						\$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			\$15.87			\$17.27		\$14.67			\$16.42	\$14.97	
1343	Crane Operator, Lattice Boom Over 80 Tons						\$19.38			\$20.52		\$17.49			\$25.13	\$15.80	
1306	Crawler Tractor Operator	\$13.96	\$16.63	\$13.62			\$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						\$17.24										
1139	Electrician	\$20.96		\$19.87			\$26.35		\$20.27	\$19.80		\$20.92				\$27.11	
1347	Excavator Operator, 50,000 pounds or less	\$13.46	\$12.56	\$13.67			\$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			\$17.71			\$16.99	\$18.80	\$16.22				\$14.53	
1150	Flagger	\$9.30	\$9.10	\$8.50		\$8.81	\$9.45	\$8.70		\$10.06	\$9.71	\$9.03		\$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	
1360	Foundation Drill Operator, Crawler Mounted									\$17.99						\$17.43	
1363	Foundation Drill Operator, Truck Mounted		\$16.86	\$22.05			\$16.93			\$21.07	\$20.20	\$20.76		\$17.54	\$21.39	\$15.89	
1369	Front End Loader Operator, 3 CY or Less	\$12.28	\$13.49	\$13.40			\$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			\$13.21	\$12.86	\$13.57	\$14.72	\$13.75	\$12.32			\$13.19	\$13.17	
1329	Joint Sealer																
1172	Laborer, Common	\$10.30	\$9.86	\$10.08	\$10.51	\$10.71	\$10.50	\$10.24	\$10.58	\$10.72	\$10.45	\$10.30	\$10.25	\$10.03	\$10.54	\$11.02	\$10.15
1175	Laborer, Utility	\$11.80	\$11.53	\$12.70	\$12.17	\$11.81	\$12.27	\$12.11	\$11.33	\$12.32	\$11.80	\$11.53	\$11.23	\$11.50	\$11.95	\$11.73	\$12.37
1346	Loader/Backhoe Operator	\$14.18	\$12.77	\$12.97	\$15.68		\$14.12			\$15.18	\$13.58	\$12.87		\$13.21	\$14.13	\$14.29	

CLASS. #	CLASSIFICATION DESCRIPTION	ZONE TX07 1/3/14	ZONE TX08 1/3/14	ZONE TX11 1/3/14	ZONE TX12 1/3/14	ZONE TX14 1/3/14	ZONE TX16 1/3/14	ZONE TX18 1/3/14	ZONE TX34 1/3/14	ZONE TX35 1/4/13	ZONE TX37 1/3/14	ZONE TX38 1/3/14	ZONE TX40 1/3/14	ZONE TX41 1/3/14	ZONE TX54 1/3/14	ZONE TX56 1/3/14	ZONE TX63 1/3/14
1187	Mechanic	\$20.14	\$15.47	\$17.47			\$17.10			\$17.68	\$18.94	\$18.58		\$16.61	\$18.46	\$16.96	
1380	Milling Machine Operator	\$15.54	\$14.64	\$12.22			\$14.18			\$14.32	\$14.35	\$12.86			\$14.75	\$13.53	
1390	Motor Grader Operator, Fine Grade	\$17.49	\$16.52	\$16.88			\$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		\$17.07	\$14.63	\$18.50		\$16.02	\$16.44	\$15.12		\$14.47	\$17.39	\$14.23	\$15.53
1413	Off Road Hauler			\$10.08			\$11.88			\$12.25		\$12.23			\$13.00	\$14.60	
1196	Painter, Structures						\$18.34						\$21.29			\$18.62	
1396	Pavement Marking Machine Operator	\$16.42		\$13.10			\$19.17	\$12.01		\$13.63	\$14.60	\$13.17		\$16.65	\$10.54	\$11.18	
1443	Percussion or Rotary Drill Operator																
1202	Piledriver																\$14.95
1205	Pipelayer		\$11.87	\$14.64			\$12.79		\$11.37	\$13.24	\$12.66	\$13.24	\$11.17	\$11.67		\$12.12	
1384	Reclaimer/Pulverizer Operator	\$12.85					\$12.88			\$11.01		\$10.46					
1500	Reinforcing Steel Worker	\$13.50	\$14.07	\$17.53			\$14.00			\$16.18	\$12.74	\$15.83		\$17.10		\$15.15	
1402	Roller Operator, Asphalt	\$10.95		\$11.96			\$12.78	\$11.61		\$13.08	\$12.36	\$11.68			\$11.71	\$11.95	\$11.50
1405	Roller Operator, Other	\$10.36		\$10.44			\$10.50	\$11.64		\$11.51	\$10.59	\$10.30		\$12.04	\$12.85	\$11.57	
1411	Scraper Operator	\$10.61	\$11.07	\$10.85			\$12.27		\$11.12	\$12.96	\$11.88	\$12.43		\$11.22	\$13.95	\$13.47	
1417	Self-Propelled Hammer Operator																
1194	Servicer	\$13.98	\$12.34	\$14.11			\$14.51	\$15.56	\$13.44	\$14.58	\$14.31	\$13.83		\$12.43	\$13.72	\$13.97	
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			\$14.04			\$14.73	\$13.84	\$13.68		\$13.45	\$11.83	\$13.58	
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	
1612	Truck Driver Transit-Mix									\$14.14							
1600	Truck Driver, Single Axle	\$12.74	\$10.82	\$10.75			\$11.79	\$13.53	\$13.16	\$12.31	\$13.40	\$10.30	\$11.61		\$11.97	\$11.46	
1606	Truck Driver, Single or Tandem Axle Dump Truck	\$11.33	\$14.53	\$11.95			\$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			\$12.81	\$13.16		\$12.86	\$16.22	\$12.50			\$13.80	\$12.27	
1441	Tunneling Machine Operator, Heavy																
1442	Tunneling Machine Operator, Light																
1706	Welder		\$14.02				\$15.97		\$13.74	\$14.84					\$13.78		
1520	Work Zone Barricade Servicer	\$10.30	\$12.88	\$11.46	\$11.70		\$11.85	\$10.77		\$11.68	\$12.20	\$11.22	\$11.51	\$12.96	\$10.54	\$11.67	

Notes:

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.

The titles and descriptions for the classifications listed here are further detailed in the AGC of Texas' *Standard Job Classifications and Descriptions for Highway, Heavy, Utilities, and Industrial Construction in Texas*. AGC will make it available on its Web site for any contractor.

**TEXAS COUNTIES IDENTIFIED BY
WAGE RATE ZONES: 7, 8, 11, 12, 14, 16, 18, 34, 35, 37, 38, 40, 41, 54, 56, 63**

County Name	Zone	County Name	Zone	County Name	Zone	County Name	Zone
Anderson	38	Donley	54	Karnes	37	Reagan	54
Andrews	54	Duval	41	Kaufman	35	Real	54
Angelina	38	Eastland	54	Kendall	16	Red River	38
Aransas	40	Ector	7	Kenedy	41	Reeves	18
Archer	35	Edwards	18	Kent	54	Refugio	37
Armstrong	7	El Paso	34	Kerr	37	Roberts	54
Atascosa	16	Ellis	35	Kimble	54	Robertson	16
Austin	56	Erath	38	King	54	Rockwall	35
Bailey	54	Falls	38	Kinney	18	Runnels	54
Bandera	16	Fannin	38	Kleberg	37	Rusk	11
Bastrop	16	Fayette	37	Knox	54	Sabine	38
Baylor	54	Fisher	54	Lamar	38	San Augustine	38
Bee	37	Floyd	54	Lamb	54	San Jacinto	56
Bell	16	Foard	54	Lampasas	16	San Patricio	40
Bexar	16	Fort Bend	56	LaSalle	41	San Saba	54
Blanco	37	Franklin	38	Lavaca	37	Schleicher	54
Borden	54	Freestone	38	Lee	37	Scurry	54
Bosque	38	Frio	37	Leon	38	Shackelford	54
Bowie	11	Gaines	54	Liberty	56	Shelby	38
Brazoria	56	Galveston	56	Limestone	38	Sherman	54
Brazos	16	Garza	54	Lipscomb	54	Smith	11
Brewster	18	Gillespie	37	Live Oak	37	Somervell	38
Briscoe	54	Glasscock	54	Llano	37	Starr	41
Brooks	41	Goliad	40	Loving	54	Stephens	54
Brown	54	Gonzales	37	Lubbock	7	Sterling	54
Burleson	16	Gray	54	Lynn	54	Stonewall	54
Burnet	37	Grayson	35	Madison	38	Sutton	18
Caldwell	16	Gregg	11	Marion	38	Swisher	54
Calhoun	40	Grimes	38	Martin	54	Tarrant	35
Callahan	35	Guadalupe	16	Mason	37	Taylor	7
Cameron	8	Hale	54	Matagorda	37	Terrell	18
Camp	38	Hall	54	Maverick	41	Terry	54
Carson	7	Hamilton	38	McCulloch	54	Throckmorton	54
Cass	38	Hansford	54	McLennan	16	Titus	38
Castro	54	Hardeman	54	McMullen	41	Tom Green	7
Chambers	56	Hardin	56	Medina	16	Travis	16
Cherokee	38	Harris	56	Menard	54	Trinity	38
Childress	54	Harrison	63	Midland	7	Tyler	38
Clay	35	Hartley	54	Milam	38	Upshur	11
Cochran	54	Haskell	54	Mills	54	Upton	54
Coke	54	Hays	16	Mitchell	54	Uvalde	41
Coleman	54	Hemphill	54	Montague	54	Val Verde	18
Collin	35	Henderson	38	Montgomery	56	Van Zandt	38
Collingsworth	54	Hidalgo	8	Moore	54	Victoria	14
Colorado	37	Hill	38	Morris	38	Walker	38
Comal	16	Hockley	54	Motley	54	Waller	56
Comanche	54	Hood	38	Nacogdoches	38	Ward	54
Concho	54	Hopkins	38	Navarro	38	Washington	38
Cooke	54	Houston	38	Newton	38	Webb	8
Coryell	16	Howard	54	Nolan	54	Wharton	37
Cottle	54	Hudspeth	18	Nueces	40	Wheeler	54
Crane	54	Hunt	35	Ochiltree	54	Wichita	12
Crockett	18	Hutchinson	54	Oldham	54	Wilbarger	54
Crosby	7	Irion	7	Orange	56	Willacy	41
Culberson	18	Jack	38	Palo Pinto	38	Williamson	16
Dallam	54	Jackson	37	Panola	38	Wilson	16
Dallas	35	Jasper	38	Parker	35	Winkler	54
Dawson	54	Jeff Davis	18	Parmer	54	Wise	35
Deaf Smith	54	Jefferson	56	Pecos	18	Wood	38
Delta	35	Jim Hogg	41	Polk	38	Yoakum	54
Denton	35	Jim Wells	37	Potter	7	Young	54
DeWitt	37	Johnson	35	Presidio	18	Zapata	41
Dickens	54	Jones	35	Rains	38	Zavala	41
Dimmit	41			Randall	7		

SPECIAL PROVISION
000---003 – City of Leon Valley
Notice to All Bidders

To report bid rigging activities call: 1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free “hotline” Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the “hotline” to report such activities.

The “hotline” is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

SPECIAL PROVISION

000---004 – City of Leon Valley

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

1. **General.** In addition to the affirmative action requirements of the Special Provision titled "Standard Federal Equal Employment Opportunity Construction Contract Specifications" as set forth elsewhere in this proposal, the Bidder's attention is directed to the specific requirements for utilization of minorities and females as set forth below.
2. **Goals.**
 - a. Goals for minority and female participation are hereby established in accordance with 41 CFR 60-4.
 - b. The goals for minority and female participation expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Goals for minority participation in each trade (per- cent)	Goals for female participation in each trade (per- cent)
See Table 1	6.9

- c. These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction. The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Standard Federal Equal Employment Opportunity Construction Contract Specifications Special Provision and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority and female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.
 - d. A contractor or subcontractor will be considered in compliance with these provisions by participation in the Texas Highway-Heavy Branch, AGC, Statewide Training and Affirmative Action Plan. Provided that each contractor or subcontractor participating in this plan must individually comply with the equal opportunity clause set forth in 41 CFR 60-1.4 and must make a good faith effort to achieve the goals set forth for each participating trade in the plan in which it has employees. The overall good performance of other contractors and subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to make

good faith efforts to achieve the goals contained in these provisions. Contractors or subcontractors participating in the plan must be able to demonstrate their participation and document their compliance with the provisions of this Plan.

- 3. Subcontracting.** The Contractor shall provide written notification to the Department within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation pending concurrence of the Department in the award. The notification shall list the names, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
- 4. Covered Area.** As used in this special provision, and in the contract resulting from this solicitation, the geographical area covered by these goals for female participation is the State of Texas. The geographical area covered by these goals for other minorities are the counties in the State of Texas as indicated in Table 1.
- 5. Reports.** The Contractor is hereby notified that he may be subject to the Office of Federal Contract Compliance Programs (OFCCP) reporting and record keeping requirements as provided for under Executive Order 11246 as amended. OFCCP will provide direct notice to the Contractor as to the specific reporting requirements that he will be expected to fulfill.

Table 1

County	Goals for Minority Participation	County	Goals for Minority Participation
Anderson	22.5	Concho	20.0
Andrews	18.9	Cooke	17.2
Angelina	22.5	Coryell	16.4
Aransas	44.2	Cottle	11.0
Archer	11.0	Crane	18.9
Armstrong	11.0	Crockett	20.0
Atascosa	49.4	Crosby	19.5
Austin	27.4	Culberson	49.0
Bailey	19.5	Dallam	11.0
Bandera	49.4	Dallas	18.2
Bastrop	24.2	Dawson	19.5
Baylor	11.0	Deaf Smith	11.0
Bee	44.2	Delta	17.2
Bell	16.4	Denton	18.2
Bexar	47.8	DeWitt	27.4
Blanco	24.2	Dickens	19.5
Borden	19.5	Dimmit	49.4
Bosque	18.6	Donley	11.0
Bowie	19.7	Duval	44.2
Brazoria	27.3	Eastland	10.9
Brazos	23.7	Ector	15.1
Brewster	49.0	Edwards	49.4
Briscoe	11.0	Ellis	18.2
Brooks	44.2	El Paso	57.8
Brown	10.9	Erath	17.2
Burleson	27.4	Falls	18.6
Burnet	24.2	Fannin	17.2
Caldwell	24.2	Fayette	27.4
Calhoun	27.4	Fisher	10.9
Callahan	11.6	Floyd	19.5
Cameron	71.0	Foard	11.0
Camp	20.2	Fort Bend	27.3
Carson	11.0	Franklin	17.2
Cass	20.2	Freestone	18.6
Castro	11.0	Frio	49.4
Chambers	27.4	Gaines	19.5
Cherokee	22.5	Galveston	28.9
Childress	11.0	Garza	19.5
Clay	12.4	Gillespie	49.4
Cochran	19.5	Glasscock	18.9
Coke	20.0	Goliad	27.4
Coleman	10.9	Gonzales	49.4
Collin	18.2	Gray	11.0
Collingsworth	11.0	Grayson	9.4
Colorado	27.4	Gregg	22.8

	Goals for Minority		Goals for Minority
Comal	47.8	Grimes	27.4
Comanche	10.9	Guadalupe	47.8

County	Goals for Minority Participation	County	Goals for Minority Participation
Hale	19.5	Lavaca	27.4
Hall	11.0	Lee	24.2
Hamilton	18.6	Leon	27.4
Hansford	11.0	Liberty	27.3
Hardeman	11.0	Limestone	18.6
Hardin	22.6	Lipscomb	11.0
Harris	27.3	Live Oak	44.2
Harrison	22.8	Llano	24.2
Hartley	11.0	Loving	18.9
Haskell	10.9	Lubbock	19.6
Hays	24.1	Lynn	19.5
Hemphill	11.0	Madison	27.4
Henderson	22.5	Marion	22.5
Hidalgo	72.8	Martin	18.9
Hill	18.6	Mason	20.0
Hockley	19.5	Matagorda	27.4
Hood	18.2	Maverick	49.4
Hopkins	17.2	McCulloch	20.0
Houston	22.5	McLennan	20.7
Howard	18.9	McMullen	49.4
Hudspeth	49.0	Medina	49.4
Hunt	17.2	Menard	20.0
Hutchinson	11.0	Midland	19.1
Irion	20.0	Milam	18.6
Jack	17.2	Mills	18.6
Jackson	27.4	Mitchell	10.9
Jasper	22.6	Montague	17.2
Jeff Davis	49.0	Montgomery	27.3
Jefferson	22.6	Moore	11.0
Jim Hogg	49.4	Morris	20.2
Jim Wells	44.2	Motley	19.5
Johnson	18.2	Nacogdoches	22.5
Jones	11.6	Navarro	17.2
Karnes	49.4	Newton	22.6
Kaufman	18.2	Nolan	10.9
Kendall	49.4	Nueces	41.7
Kenedy	44.2	Ochiltree	11.0
Kent	10.9	Oldham	11.0
Kerr	49.4	Orange	22.6
Kimble	20.0	Palo Pinto	17.2
King	19.5	Panola	22.5
Kinney	49.4	Parker	18.2
Kleberg	44.2	Parmer	11.0
Knox	10.9	Pecos	18.9
Lamar	20.2	Polk	27.4
Lamb	19.5	Potter	9.3
Lampasas	18.6	Presidio	49.0

LaSalle

Goals for Minority

49.4

Rains

Goals for Minority

17.2

County	Goals for Minority Participation	County	Goals for Minority Participation
Randall	9.3	Webb	87.3
Reagan	20.0	Wharton	27.4
Real	49.4	Wheeler	11.0
Red River	20.2	Wichita	12.4
Reeves	18.9	Wilbarger	11.0
Refugio	44.2	Willacy	72.9
Roberts	11.0	Williamson	24.1
Robertson	27.4	Wilson	49.4
Rockwall	18.2	Winkler	18.9
Runnels	20.0	Wise	18.2
Rusk	22.5	Wood	22.5
Sabine	22.6	Yoakum	19.5
San Augustine	22.5	Young	11.0
San Jacinto	27.4	Zapata	49.4
San Patricio	41.7	Zavala	49.4
San Saba	20.0		
Schleicher	20.0		
Scurry	10.9		
Shackelford	10.9		
Shelby	22.5		
Sherman	11.0		
Smith	23.5		
Somervell	17.2		
Starr	72.9		
Stephens	10.9		
Sterling	20.0		
Stonewall	10.9		
Sutton	20.0		
Swisher	11.0		
Tarrant	18.2		
Taylor	11.6		
Terrell	20.0		
Terry	19.5		
Throckmorton	10.9		
Titus	20.2		
Tom Green	19.2		
Travis	24.1		
Trinity	27.4		
Tyler	22.6		
Upshur	22.5		
Upton	18.9		
Uvalde	49.4		
Val Verde	49.4		
Van Zandt	17.2		
Victoria	27.4		
Walker	27.4		
Waller	27.3		

Ward
Washington

Goals for Minority
18.9
27.4

Goals for Minority

SPECIAL PROVISION

000---006 – City of Leon Valley

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

- 1.** As used in these specifications:
 - a.** "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b.** "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c.** "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d.** "Minority" includes:
 - (i)** Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii)** Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii)** Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv)** American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).
- 2.** Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- 3.** If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- 4.** The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and

female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing contracts in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or any Federal procurement contracting officer. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

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

funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

- f.** Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and Collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g.** Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h.** Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i.** Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j.** Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
- k.** Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l.** Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m.** Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n.** Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o.** Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p.** Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

- 8.** Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- 9.** A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- 10.** Nondiscrimination programs require that Federal-aid recipients, subrecipients, and contractors prevent discrimination and ensure nondiscrimination in all of their programs and activities, whether those programs and activities are federally funded or not. The factors prohibited from serving as a basis for action or inaction which discriminates include race, color, national origin, sex, age, and handicap/disability. The efforts to prevent discrimination must address, but not be limited to a program's impacts, access, benefits, participation, treatment, services, contracting opportunities, training opportunities, investigations of complaints, allocations of funds, prioritization of projects, and the functions of right-of-way, research, planning, and design.
- 11.** The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- 12.** The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- 13.** The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- 14.** The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be

maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

- 15.** Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
- 16.** In addition to the reporting requirements set forth elsewhere in this contract, the Contractor and the subcontractors holding subcontracts, not including material suppliers, of \$10,000 or more, shall submit for every month of July during which work is performed, employment data as contained under Form PR 1391 (Appendix C to 23 CFR, Part 230), and in accordance with the instructions included thereon.

SPECIAL PROVISION

000---009 – City of Leon Valley

Certification of Nondiscrimination in Employment

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

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

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

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

SPECIAL PROVISION

000---011 – City of Leon Valley

Department Division Mailing and Physical Addresses

For this project, Item 000, “Department Division Mailing and Physical Addresses,” 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.

Use the information in Table 1 to contact the Department Divisions referenced in the Standard Specifications or Special Provisions and Special Specifications in the Contract. This listing is for the purposes of providing addresses for transmission of information in accordance with the specifications. Unless otherwise stated in the specifications, address all correspondence and transmission of information to the Engineer responsible for the oversight of construction. Submit bidding documents to the location shown in the official advertisement. Address changes will be posted on the Department’s Internet site at <http://www.txdot.gov/>.

**Table 2
Department Division Mailing and Physical Addresses**

Division/Section Name	U.S. Post Office Address	Physical Address
Bridge Division	Texas Department of Transportation Bridge Division 125 E 11 th Street Austin TX 78701-2483	Bridge Division Fabrication Branch 118 E. Riverside Dr. Austin, Texas 78704 (512) 416-2187
Construction Division Construction Section	Texas Department of Transportation Construction Division Construction Section 125 E.11 th St. Austin TX 78701-2483	Construction Division 200 E. Riverside Dr. Austin, TX 78704 (512) 416-2500
Materials & Pavements Section	Texas Department of Transportation Construction Division Materials & Pavements Section 125 E 11 th Street Austin TX 78701-2483	Construction Division Materials & Pavements Cedar Park Campus, Bldg. 51 9500 Lake Creek Parkway Austin, TX 78717 512-506-5800

Division/Section Name	U.S. Post Office Address	Physical Address
Maintenance Division Maintenance Section	Texas Department of Transportation Maintenance Division Maintenance Section 125 E 11 th Street Austin, TX 78701	Maintenance Division Maintenance Section 150 East Riverside Drive Austin, TX 78704 (512) 416-3185
Vegetation Management Section	Texas Department of Transportation Maintenance Division Vegetation Management Section 125 E 11 th Street Austin, TX 78701	Maintenance Division Vegetation Management Section 150 East Riverside Drive Austin, TX 78704 (512) 416-3093
Traffic Operations Division Traffic Operations Division	Texas Department of Transportation Traffic Operations Division 125 E 11 th Street Austin TX 78701	Texas Department of Transportation Traffic Operations Division 200 E. Riverside Bldg. 118 Austin, Texas 78704 512-416-3200
Traffic Engineering	Texas Department of Transportation Traffic Operations Division Traffic Engineering Section 125 E 11 th Street Austin TX 78701	Texas Department of Transportation Traffic Operations Division Traffic Engineering Section 200 E. Riverside Bldg. 118 Austin, Texas 78704 (512) 416-3118
Traffic Management-ITS Branch	Texas Department of Transportation Traffic Operations Division Traffic Management Section 125 E 11 th Street Austin TX 78701	Texas Department of Transportation Traffic Operations Division Traffic Management Section Cedar Park Campus, Bldg. 51 9500 Lake Creek Parkway Austin, TX 78717 512-506-5100
Traffic Management- Signal/Radio Branch	Texas Department of Transportation Traffic Operations Division Traffic Management Section- Signal/Radio Branch 125 E 11 th Street Austin TX 78701	Texas Department of Transportation Traffic Operations Division Traffic Management Section- Signal/Radio Branch Cedar Park Campus, Bldg. 51 9500 Lake Creek Parkway Austin, TX 78717 512-506-5100

SPECIAL PROVISION

000—1483 – City of Leon Valley

Notice of Changes to

U.S. Department of Labor Required Payroll Information

Do not include employee addresses and social security numbers on the payroll submissions to the department. In lieu of the social security number, include an individually identifying number for each employee (Example: last four digits of the individual's social security number).

Maintain the full social security number and current address of each covered employee in files for 3 years after project completion and make the information available upon the Department's request.

Form FHWA 1273 and optional form WH-347 will be revised in the future to reflect these changes.

SPECIAL PROVISION

000—1966 – City of Leon Valley

Disadvantaged Business Enterprise in Federal Aid Contracts

1. Description. The purpose of this Special Provision is to carry out the U. S. Department of Transportation's (DOT) policy of ensuring nondiscrimination in the award and administration of DOT assisted contracts and creating a level playing field on which firms owned and controlled by individuals who are determined to be socially and economically disadvantaged can compete fairly for DOT assisted contracts. If the Disadvantaged Business Enterprise (DBE) goal is greater than zero, Article A, "Disadvantaged Business Enterprise in Federal Aid Contracts", of this Special Provision shall apply to this contract. If there is no DBE goal, Article B, "Race-Neutral DBE Participation", of this Special Provision shall apply to this contract. The percentage goal for DBE participation in the work to be performed under this contract will be shown on the proposal.

A. Article A. Disadvantaged Business Enterprise in Federal Aid Contracts.

1. POLICY. IT IS THE POLICY OF THE DOT AND THE TEXAS DEPARTMENT OF TRANSPORTATION (HENCEFORTH THE "DEPARTMENT") THAT DBES, AS DEFINED IN 49 CFR PART 26, SUBPART A AND THE DEPARTMENT'S DBE PROGRAM, SHALL HAVE THE OPPORTUNITY TO PARTICIPATE IN THE PERFORMANCE OF CONTRACTS FINANCED IN WHOLE OR IN PART WITH FEDERAL FUNDS. THE DBE REQUIREMENTS OF 49 CFR PART 26, AND THE DEPARTMENT'S DBE PROGRAM, APPLY TO THIS CONTRACT AS FOLLOWS:
 - a. The Contractor will solicit DBEs through reasonable and available means, as defined in 49 CFR Part 26, Appendix A and the Department's DBE Program, or show a good faith effort to meet the DBE goal for this contract.
 - b. The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
 - c. The requirements of this Special Provision shall be physically included in any subcontract.
 - d. By signing the contract proposal, the Bidder is certifying that the DBE goal as stated in the proposal will be met by obtaining commitments from eligible DBEs or that the Bidder will provide acceptable evidence of good faith effort to meet the commitment. The Department will determine the adequacy of a Contractor's efforts to meet the contract goal, within 10 business days, excluding national holidays, from receipt of the information outlined in this Special Provision under Section 1.A.3, "Contractor's Responsibilities." If the requirements of Section 1.A.3 are met, the conditional situation will be removed and the contract will be forwarded to the Contractor for execution.
2. Definitions.
 - a. "Broker" is an intermediary or middleman that does not take possession of a commodity or act as a regular dealer selling to the public.

- b. "Disadvantaged Business Enterprise" or "DBE" is defined in the standard specifications, Article 1, Definition of Terms.
- c. "DBE Joint Venture" means an association of a DBE firm and 1 or more other firm(s) to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.
- d. "DOT" means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Aviation Administration (FAA).
- e. "Federal Aid Contract" is any contract between the Texas Department of Transportation and a Contractor which is paid for in whole or in part with DOT financial assistance.
- f. "Good Faith Effort" means efforts to achieve a DBE goal or other requirement of this Special Provision which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.
- g. "Manufacturer" is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications."
- h. "Race-conscious" means a measure or program that is focused specifically on assisting only DBEs, including women-owned businesses.
- i. "Race-neutral DBE Participation" means any participation by a DBE through customary competitive procurement procedures.
- j. "Regular Dealer" is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages in, as its principal business and under its own name, the purchase and sale or lease of the products in question.
A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns and operates distribution equipment for the products. Any supplementing of regular dealers own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. Brokers, packagers, manufacturers' representatives, or other persons who arrange or expedite transactions shall not be regarded as a regular dealer.
- k. "Texas Unified Certification Program" or "TUCP" provides one-stop shopping to applicants for certification, such that applicants are required to apply only once for a DBE certification that will be honored by all recipients of federal funds in the state. The TUCP by Memorandum of Agreement established six member entities to serve as certifying agents for Texas in specified regions.

3. CONTRACTOR'S RESPONSIBILITIES. THESE REQUIREMENTS MUST BE SATISFIED BY THE CONTRACTOR.

- a. After conditional award of the contract, the Contractor shall submit a completed Form SMS.4901 "DBE Commitment Agreement", Form SMS 4901-T "DBE Trucking Commitment Agreement", or Form SMS.4901-MS "DBE Material & Supplier Commitment Agreement" for each DBE he/she intends to use to satisfy the DBE goal or a good faith effort to explain why the goal could not be reached, 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.
- b. DBE prime Contractors may receive credit toward the DBE goal for work performed by his/her own forces and work subcontracted to DBEs. A DBE prime must make a good faith effort to meet the goals. In the event a DBE prime subcontracts to a non-DBE, that information must be reported on Form SMS.4902.
- c. A Contractor who cannot meet the contract goal, in whole or in part, shall make adequate good faith efforts to obtain DBE participation as so stated and defined in 49 CFR Part 26, Appendix A. The following is a list of the types of action that may be considered as good faith efforts. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
 - Soliciting through all reasonable and available means (e.g. attendance at prebid meetings, advertising, and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The solicitation must be done within sufficient time to allow the DBEs to respond to it. Appropriate steps must be taken to follow up initial solicitations to determine, with certainty, if the DBEs are interested.
 - Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Contractor might otherwise prefer to perform the work items with its own forces.
 - Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 - Negotiating in good faith with interested DBEs to make a portion of the work available to DBE subcontractors and suppliers and select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiations includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
 - A Bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional cost involved in finding and using DBEs is not in itself sufficient reason for a bidders failure to meet the Contract DBE goal as long

as such cost are reasonable. Also, the ability or desire of the Contractor to perform the work of the Contract with its own organization does not relieve the Bidder of the responsibility to make good faith effort. Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

- Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate cause for the rejection or non-solicitation of bids and the Contractor's efforts to meet the project goal.
 - Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
 - Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - Effectively using the services of available minority/women community organizations; minority/women Contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
 - If the Program Manager of the OCR determines that the Contractor has failed to meet the good faith effort requirements, the Contractor will be given an opportunity for reconsideration by the Director of the OCR.
- d.** Should the bidder to whom the contract is conditionally awarded refuse, neglect or fail to meet the DBE goal or comply with good faith effort requirements, 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.
- e.** The preceding information shall be submitted directly to the Office of Civil Rights, Texas Department of Transportation, 125 E. 11th Street, Austin, Texas 78701-2483.
- f.** The Contractor shall not terminate for convenience a DBE subcontractor named in the commitment submitted under Section 1.A.3.a, of this Special Provision. Prior to terminating or removing a DBE subcontractor named in the commitment, the Contractor must have a written consent of the Department.
- g.** The Contractor shall also make a good faith effort to replace a DBE subcontractor that is unable to perform successfully with another DBE, to the extent needed to meet the contract goal. The Contractor shall submit a completed Form 4901 "DBE Commitment Agreement", Form SMS 4901-T "DBE Trucking Commitment Agreement", or Form SMS.4901-MS "DBE Material & Supplier Commitment Agreement" for the substitute DBE firm(s). Any substitution of DBEs shall be subject to approval by the Department. Prior to approving the substitution, the Department will request a statement from the DBE concerning it being replaced.
- h.** The Contractor shall designate a DBE liaison officer who will administer the Contractor's DBE program and who will be responsible for maintenance of records of efforts and contacts made to subcontract with DBEs.

- i. Contractors are encouraged to investigate the services offered by banks owned and controlled by disadvantaged individuals and to make use of these banks where feasible.
4. ELIGIBILITY OF DBES.
- a. The member entities of the TUCP certify the eligibility of DBEs and DBE joint ventures to perform DBE subcontract work on DOT financially assisted contracts.
 - b. The Department maintains the Texas Unified Certification Program DBE Directory containing the names of firms that have been certified to be eligible to participate as DBE's on DOT financially assisted contracts. This Directory is available from the Department's OCR. An update of the Directory can be found on the Internet at <http://www.dot.state.tx.us/business/tucp/default.htm>.
 - c. Only DBE firms certified at the time commitments are submitted are eligible to be used in the information furnished by the Contractor as required under Section 1.A.3.a. and 3.g. above. For purposes of the DBE goal on this project, DBEs will only be allowed to perform work in the categories of work for which they are certified.
 - d. Only DBE firms certified at the time of execution of a contract/subcontract/purchase order, are eligible for DBE goal participation.
5. DETERMINATION OF DBE PARTICIPATION. WHEN A DBE PARTICIPATES IN A CONTRACT, ONLY THE VALUES OF THE WORK ACTUALLY PERFORMED BY THE DBE, AS REFERENCED BELOW, SHALL BE COUNTED BY THE PRIME CONTRACTOR TOWARD DBE GOALS:
- a. THE TOTAL AMOUNT PAID TO THE DBE FOR WORK PERFORMED WITH HIS/HER OWN FORCES IS COUNTED TOWARD THE DBE GOAL. WHEN A DBE SUBCONTRACTS PART OF THE WORK OF ITS CONTRACT TO ANOTHER FIRM, THE VALUE OF THE SUBCONTRACTED WORK MAY BE COUNTED TOWARD DBE GOALS ONLY IF THE SUBCONTRACTOR IS ITSELF A DBE. WORK THAT A DBE SUBCONTRACTS TO A NON-DBE FIRM DOES NOT COUNT TOWARD DBE GOALS.
 - b. A CONTRACTOR MAY COUNT TOWARD ITS DBE GOAL A PORTION OF THE TOTAL VALUE OF THE CONTRACT AMOUNT PAID TO A DBE JOINT VENTURE EQUAL TO THE DISTINCT, CLEARLY DEFINED PORTION OF THE WORK OF THE CONTRACT PERFORMED BY THE DBE.
 - (1) A Contractor may count toward its DBE goal only expenditures to DBEs that perform a commercially useful function (CUF) in the work of a contract or purchase order. A DBE is considered to perform a CUF when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

In accordance with 49 CFR Part 26, Appendix A, guidance concerning Good Faith Efforts, contractors may make efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services. Contractors may not however, negotiate the price of materials or supplies used on the contract by the DBE, nor may they determine quality and quantity, order the materials themselves, nor install the materials (where applicable), or pay for the material themselves. Contractors however, may share the quotations they receive

from the material supplier with the DBE firm, so that the DBE firm may negotiate a reasonable price with the material supplier.

In all cases, prime or other non-DBE subcontractor assistance will not be credited toward the DBE goal.

- (2) A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

Consistent with industry practices and the DOT/Department's DBE program, a DBE subcontractor may enter into second-tier subcontracts, amounting up to 70% of their contract. Work subcontracted to a non-DBE does not count towards DBE goals. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that the DBE is not performing a CUF

- (3) A DBE trucking firm (including an owner operator who is certified as a DBE is considered to be performing a CUF when the DBE is responsible for the management and supervision of the entire trucking operation on a particular contract and the DBE itself owns and operates at least 1 fully licensed, insured, and operational truck used on the contract.
 - (a) *The Contractor receives credit for the total value of the transportation services the DBE provides on a contract using trucks it owns, insures, and operates using drivers it employs.*
 - (b) *The DBE may lease trucks from another DBE firm, including an owner operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.*
 - (c) *The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE lessees not to exceed the value of transportation services provided by the DBE-owned trucks on the contract. Additional participation by non-DBE lessees receive credit only for the fee or commission it receives as result of the lease arrangement*
 - (d) *A lease must indicate that the DBE has exclusive use of and control over the trucks giving the DBE absolute priority for use of the leased trucks. Leased trucks must display the name and identification number of the DBE.*
- (4) When a DBE is presumed not to be performing a CUF the DBE may present evidence to rebut this presumption.
- (5) Project materials or supplies acquired from an affiliate of the prime contractor can not directly or indirectly (2nd or lower tier subcontractor) be used for DBE goal credit.

c. A Contractor may count toward its DBE goals expenditures for materials and supplies obtained from a DBE manufacturer, provided that the DBE assumes the actual and contractual responsibility for the materials and supplies. Count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:

- (1) If the materials or supplies are obtained from a DBE manufacturer, count 100% of the cost of the materials or supplies toward DBE goals. (Definition of a DBE manufacturer found at 1A.c.(1) of this provision.)

For purposes of this Section (1.A.c.(1)), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

- (2) If the materials or supplies are purchased from a DBE regular dealer, count 60% of the cost of the materials or supplies toward DBE goals.

For purposes of this Section (1.A.5.c.(2)), a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business:

(A) To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

(B) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating, or maintaining a place of business as provided in the first paragraph under Section 1.A.5.c.(2), if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.

(C) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of Section 1.A.5.c.(2).

- (3) With respect to materials or supplies purchased from DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided you determine the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services.

Do not count any portion of the cost of the materials and supplies themselves toward DBE goals.

- (4) Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant or managerial services, or for providing bonds or insurance specifically required for the

performance of a DOT-assisted contract, toward DBE goals, provided you determine the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.

- d. If the Contractor chooses to assist a DBE firm, other than a manufacturing material supplier or regular dealer, and the DBE firm accepts the assistance, the Contractor may act solely as a guarantor by use of a two-party check for payment of materials to be used on the project by the DBE. The material supplier must invoice the DBE who will present the invoice to the Contractor. The Contractor may issue a joint check to the DBE and the material supplier and the DBE firm must issue the remittance to the material supplier. No funds shall go directly from the Contractor to the material supplier. The DBE firm may accept or reject this joint checking arrangement. The Contractor must obtain approval from the Department prior to implementing the use of joint check arrangements with the DBE. Submit to the Department, Joint Check Approval Form 2178 for requesting approval. Provide copies of cancelled joint checks upon request. No DBE goal credit will be allowed for the cost of DBE materials that are paid by the Contractor directly to the material supplier.
- e. No DBE goal credit will be allowed for supplies and equipment the DBE subcontractor leases from the contractor or its affiliates.
- f. No DBE goal credit will be allowed for the period of time determined by the Department that the DBE was not performing a CUF. The denial period of time may occur before or after a determination has been made by the department. In case of the denial of credit for non-performance of a CUF of a DBE, the Contractor will be required to provide a substitute DBE to meet the contract goal or provide an adequate good faith effort when applicable.

6. RECORDS AND REPORTS.

- a. The Contractor shall submit monthly reports, after work begins, on DBE payments to meet the DBE goal and for DBE or HUB race-neutral participation. Report payments made to non-DBE HUBs. The monthly report is to be sent to the Area Engineer. These reports will be due within 15 days after the end of a calendar month. These reports will be required until all DBE subcontracting or material supply activity is completed. Form SMS.4903, "DBE Progress Report," is to be used for monthly reporting. Form SMS.4904, "DBE Final Report," is to be used as a final summary of DBE payments submitted upon completion of the project. The original final report must be submitted to the OCR and a copy must be submitted to the Area Engineer. These forms may be obtained from the Department or may be reproduced by the Contractor. The Department may verify the amounts being reported as paid to DBEs by requesting copies of cancelled checks paid to DBEs on a random basis. Cancelled checks and invoices should reference the Department's project number.
- b. DBE subcontractors and/or material suppliers should be identified on the monthly report by Vendor Number, name, and the amount of actual payment made to each during the monthly period. Negative reports are required when no activity has occurred in a monthly period.
- c. 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 or the DOT. Provide copies of subcontracts or agreements and other documentation upon request.

- d. Prior to receiving final payment, the Contractor shall submit Form SMS.4904, "DBE Final Report". If the DBE goal requirement is not met, documentation supporting Good Faith Efforts, as outlined in Section 1.A.3.c of this Special Provision, must be submitted with the "DBE Final Report."
- e. Provide a certification of prompt payment in accordance with the Department's prompt payment procedure to certify that all subcontractors and suppliers were paid from the previous months payments and retainage was released for those whose work is complete. Submit the completed form each month and the month following the month when final acceptance occurred at the end of the project.

7. COMPLIANCE OF CONTRACTOR. TO ENSURE THAT DBE REQUIREMENTS OF THIS DOT ASSISTED CONTRACT ARE COMPLIED WITH, THE DEPARTMENT WILL MONITOR THE CONTRACTOR'S EFFORTS TO INVOLVE DBES DURING THE PERFORMANCE OF THIS CONTRACT. THIS WILL BE ACCOMPLISHED BY A REVIEW OF MONTHLY REPORTS SUBMITTED TO THE AREA ENGINEER BY THE CONTRACTOR INDICATING HIS PROGRESS IN ACHIEVING THE DBE CONTRACT GOAL, AND BY COMPLIANCE REVIEWS CONDUCTED ON THE PROJECT SITE BY THE DEPARTMENT.

THE CONTRACTOR SHALL RECEIVE CREDIT TOWARD THE DBE GOAL BASED ON ACTUAL PAYMENTS TO THE DBE SUBCONTRACTOR. THE CONTRACTOR SHALL NOTIFY THE AREA ENGINEER IF HE/SHE WITHHOLDS OR REDUCES PAYMENT TO ANY DBE SUBCONTRACTOR. THE CONTRACTOR SHALL SUBMIT AN AFFIDAVIT DETAILING THE DBE SUBCONTRACT PAYMENTS PRIOR TO RECEIVING FINAL PAYMENT FOR THE CONTRACT.

Contractors' requests for substitutions of DBE subcontractors shall be accompanied by a detailed explanation which should substantiate the need for a substitution. The Contractor may not be allowed to count work on those items being substituted toward the DBE goal prior to approval of the substitution from the Department.

The prime Contractor is prohibited from providing work crews and equipment to DBEs. DBE Goal credit for the DBE subcontractors leasing of equipment or purchasing of supplies from the prime contractor or its affiliates is not allowed.

When a DBE subcontractor named in the commitment under Section 1.A.3.a. of this Special Provision, is terminated or fails to complete its work on the contract for any reason, the prime contractor is required to make good faith efforts to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal.

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 terminate the contract; to deduct the amount of DBE goal not accomplished by DBEs from the money due or to become due the Contractor, or to secure a refund, not as a penalty but as liquidated damages to the Department or such other remedy or remedies as the Department deems appropriate.

Forward Form 2371, "DBE Trucking Credit Worksheet," completed by the DBE trucker every month DBE credit is used.

- B. Article B. Race-Neutral Disadvantaged Business Enterprise Participation. It is the policy of the DOT that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 Subpart A, be given the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with Federal funds and that a maximum feasible portion of the Department's overall DBE goal be met using race-neutral means. Consequently, if there is no DBE goal, the DBE requirements of 49 CFR Part 26, apply to this contract as follows:*

The Contractor will offer DBEs as defined in 49 CFR Part 26, Subpart A, the opportunity to compete fairly for contracts and subcontractors financed in whole or in part with Federal funds. Race-Neutral DBE and non-DBE HUB participation on projects with no DBE goal shall be reported on Form SMS.4903, "DBE or HUB Progress Report" and submitted to the Area Engineer each month and at project completion. Payments to DBEs reported on Form SMS.4903 are subject to the requirements of Section 1.A.5, "Determination of DBE Participation."

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

SPECIAL PROVISION

000—2329 – City of Leon Valley

Partnering

1. General. It is the intent of this provision to promote an environment of trust, mutual respect, integrity, and fair-dealing between the Department and the Contractor.

2. Definitions.

A. Informal Partnering. Partnering that does not make use of a facilitator.

B. Formal Partnering. Partnering where the services of a facilitator (internal or external) are utilized.

3. Procedures for Partnering Meetings and Format. Informal Partnering is required for this project, unless Formal Partnering is mutually agreed to in lieu of the Informal Partnering.

Facilitators. The facilitator is to act as a neutral party seeking to initiate cooperative working relationships. This individual must have the technical knowledge and ability to lead and guide discussions. Choose either an internal or external facilitator. The facilitator must be acceptable to the Engineer.

- (1) Internal Facilitators.** A Department or Contractor internal (staff) facilitator may be selected as the facilitator at no additional cost to either party.
- (2) External Facilitators.** A private firm or individual that is independent of the Contractor and the Department may be selected as the facilitator. Submit the facilitator's name and estimated fees for approval prior to contracting with the facilitator.

Meetings and Arrangements. Coordinate with the Engineer for meeting dates and times, locations including third party facilities, and other needs and appurtenances including but not limited to audio/visual equipment. Make all meeting arrangements for Formal Partnering. Use Department facilities or facilities in the vicinity of the project if available. Submit the estimated meeting costs for approval prior to finalizing arrangements.

Coordinate facilitator discussions prior to the partnering meeting to allow the facilitator time to prepare an appropriate agenda. Prepare a list of attendees with job titles and include critical contractor, subcontractor, and supplier staff in the list. Provide the facilitator the list of attendees and invite the attendees listed.

The Department will invite and provide a list of attendees that includes but is not limited to Department, City, County, law enforcement, railroad, and utility representatives.

Participate in additional partnering meetings as mutually agreed.

4. Payment. Expenses for employee time, contractor equipment, or overhead will not be allowed. Markups will not be allowed.

Informal Partnering will be conducted with each party responsible for their own costs.

For Formal Partnering using internal facilitators, the Contractor will be responsible for arrangements and for expenses incurred by its internal facilitator, including but not limited to meals, travel, and lodging. Department facilitators may be used at no additional cost.

For Formal Partnering using external facilitators, submit an invoice to the Engineer for reimbursement. The Department will reimburse the Contractor for half of the eligible expenses as approved. For external facilitators not approved by the Department but used at the Contractor's option, the Contractor will be responsible for all costs of the external facilitator.

For meeting facilities and appurtenances, submit an invoice to the Engineer for reimbursement. The Department will reimburse the Contractor for half of the eligible expenses as approved.

SPECIAL PROVISION

000—2332-City of Leon Valley

Schedule of Liquidated Damages

For Dollar Amount of Original Contract		Dollar Amount of Daily Contract Administration Liquidated Damages per Working Day
From More Than	To and Including	
0	100,000	570
100,000	500,000	590
500,000	1,000,000	610
1,000,000	1,500,000	685
1,500,000	3,000,000	785
3,000,000	5,000,000	970
5,000,000	10,000,000	1125
10,000,000	20,000,000	1285
20,000,000	Over 20,000,000	2590

SPECIAL PROVISION

000---2607 – City of Leon Valley

Nondiscrimination

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

Texas Department of Transportation, as a recipient of Federal financial assistance, and under Title VI and related statutes, ensures that no person shall on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.C. § 2000d-3), color, national origin, sex, age or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any Department programs or activities.

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.

Nondiscrimination Provisions. During the performance of this contract, the contractor agrees as follows:

(1) Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the contractor under the contract until the contractor complies, and/or

(b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

SPECIAL PROVISION

000—2638 – City of Leon Valley

On-the-Job Training Program

- 1. Description.** The primary objective of this Special Provision is the training and advancement of minorities, women and economically disadvantaged persons toward journeyworker status. Accordingly, make every effort to enroll minority, women and economically disadvantaged persons to the extent that such persons are available within a reasonable area of recruitment. This training commitment is not intended, and shall not be used to discriminate against any applicant for training, whether or not he/she is a member of a minority group.
- 2. Trainee Assignment.** Training assignments are based on the past volume of state-let highway construction contracts awarded with the Department. Contractors meeting the selection criteria will be notified of their training assignment at the beginning of the reporting year by the Department's Office of Civil Rights.
- 3. Program Requirements.** Fulfill all of the requirements of the On-the-Job Training Program including the maintenance of records and submittal of periodic reports documenting program performance. Trainees shall be paid at least 60% of the appropriate minimum journeyworker's rate specified in the contract for the first half of the training period, 75% for the third quarter, and 90% for the last quarter, respectively.
- 4. Reimbursement.** If requested, contractors may be reimbursed \$0.80 per training hour at no additional cost to the Department. Training may occur on this project, all other Department contracts, or local-administered federal-aid projects with concurrence of the local government entity. However, reimbursement for training is not available on projects to the extent that such projects that do not contain federal funds.
- 5. Compliance.** The Contractor will have fulfilled the contractual responsibilities by having provided acceptable training to the number of trainees specified in their goal assignment. Noncompliance may be cause for corrective and appropriate measures pursuant to Article 8.6., "Abandonment of Work or Default of Contract," which may be used to comply with the sanctions for noncompliance pursuant to 23 CFR Part 230.

SPECIAL PROVISION

000—2839—City of Leon Valley

Important Notice to Contractors

By the 20th day of each month, report to the Engineer the number of incidents and injuries that occurred on the project the previous month. Report:

- the total number of incidents and injuries for the Contractor and all subcontractors, and
- the number of Contractor and subcontractor-related incidents and injuries that involved a third party.

An “incident” is defined as any work-related occurrence that caused damage only to vehicles, equipment, materials, etc.

An “injury” is defined as an OSHA recordable injury.

Acquire an Electronic Project Records System (EPRS) account to report incidents and injuries. Submit an EPRS User Access Request Form (Form 2451) to request an account. This form can be found at <http://www.txdot.gov/business/resources/doing-business/prequalification.html>.

Report injuries and incidents using the EPRS website located at <https://apps.dot.state.tx.us/apps/eprs/InjuryIncident/InjryIncdt.aspx>.

Failure to submit this information to the Engineers by the 20th day of each month will result in the Department taking actions including, but not limited to withholding estimates and suspending the work. This report will not be paid for directly, but will be considered subsidiary to Items of the contract.

SPECIAL PROVISION

001---015 – City of Leon Valley

Definition of Terms

For this project, Item 000, "Definition of Terms," 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.

The following Articles are voided and replaced by the following:

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

1.128. Subcontractor. A Subcontractor is defined as an individual, partnership, limited liability company, corporation, or any combination thereof that the Contractor sublets, or proposes to sublet, any portion of a Contract, excluding a material supplier, a hauling firm hauling only from a commercial source to the project, truck owner-operator, wholly owned subsidiary, or specialty-type businesses such as security companies and rental companies.

The following Articles are voided and not replaced.

1.97. Proposal.

1.98. Proposal Form.

1.99. Proposal Guaranty.

This Item is supplemented by the following:

1.148. Additive Alternate. A bid item contained in a proposal that is not a regular item or a designated alternate bid item. The additive alternate item(s) include work that may be added to the base bid work.

1.149. Base Bid. The total bid (includes regular bid items or corresponding alternate bid items if lower) amount without additive alternates.

1.150. Affiliates. Two or more firms are affiliated if:

- they share common officers, directors, or stockholders;
- a family member of an officer, director, or stockholder of one firm serves in a similar capacity in another of the firms;
- an individual who has an interest in, or controls a part of, one firm either directly or indirectly also

has an interest in, or controls a part of, another of the firms;

- the firms are so closely connected or associated that one of the firms, either directly or indirectly, controls or has the power to control another firm;
- one firm controls or has the power to control another of the firms; or,
- the firms are closely allied through an established course of dealings, including but not limited to the lending of financial assistance.

1.151. Bid. The offer of the bidder for performing the work described in the plans and specifications including any changes made by addenda.

1.152. Bid Guaranty. The security furnished by the bidder as a guaranty that the bidder will enter into a contract if awarded.

1.153. Electronic Bid Form. The bid form contained in the Department's Electronic Bidding System.

1.154. Electronic Bidding System (EBS). The Department's automated system that allows bidders to enter and submit their bid information electronically.

1.155. Electronic Vault. The secure location where electronic bids are stored prior to bid opening.

1.156. Family Member. A family member of an individual is the individual's parent, parent's spouse, step-parent, step-parent's spouse, sibling, sibling's spouse, spouse, child, child's spouse, spouse's child, spouse's child's spouse, grandchild, grandparent, uncle, uncle's spouse, aunt, aunt's spouse, first cousin, or first cousin's spouse.

1.157. Printed Bid Form. The bidding form printed and sent to the bidder by the department or printed by the bidder from the department's Electronic Bidding System.

1.158. Bid Form. The form provided by the Department used by the bidder to submit a bid. The bid form is a Department mailed bidder's form (traditional proposal submitted manually), a Department EBS printed bid form (submitted manually), or the bid form submitted electronically through the Department's EBS.

SPECIAL PROVISION

004---017 – City of Leon Valley

Scope of Work

For this project, Item 4, "Scope of Work," 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 4.2. Changes in the Work. **The first paragraph is supplemented by the following:**

The Contractor is responsible for notifying the sureties of any changes to the contract.

Article 4.2. Changes in the Work. **The sixth paragraph is voided and replaced by the following:**

When the quantity of work to be done under any major item of the Contract is less than 75% of the original quantity stated in the Contract, then either party to the Contract may request an adjustment to the unit price. When mutually agreed, the unit price may be adjusted by multiplying the Contract unit price by the factor in Table 1. If an adjusted unit price cannot be agreed upon, the Engineer may determine the unit price by multiplying the Contract unit price by the factor in Table 1.

**Table 1
Quantity-Based Price Adjustment Factors**

% of Original Quantity	Factor
≥ 50 and < 75	1.05
≥ 25 and < 50	1.15
< 25	1.25

Article 4.4. Requests and Claims for Additional Compensation, Section A., Delay Claims **is voided and replaced by the following:**

A. Damages. Damages occur when impacts that are the responsibility of the Department result in additional costs to the contractor that could not have been reasonably anticipated at the time of letting. Costs of performing additional work are not considered damages. For contractor damages, the intent is to reimburse the Contractor for actual expenses arising out of a compensable impact. No profit or markups, other than labor burden, will be allowed. For damages, labor burden will be reimbursed at 35% unless the Contractor can justify higher actual cost. Justification for a higher percentage must be in accordance with the methodology provided by the Department, submitted separately for project overhead labor and direct labor, and determined and submitted by a Certified Public Accountant (CPA). Submit CPA-prepared labor burden rates directly to the Contract Letting and Contractor Prequalification Branch of the Construction Division.

1. DELAY DAMAGES. **IF THE CONTRACTOR REQUESTS COMPENSATION FOR DELAY DAMAGES AND THE DELAY IS DETERMINED TO BE COMPENSABLE, THEN STANDBY EQUIPMENT COSTS AND PROJECT OVERHEAD COMPENSATION WILL BE BASED ON THE DURATION OF THE COMPENSABLE DELAY AND WILL BE LIMITED AS FOLLOWS:**

A. STANDBY EQUIPMENT COSTS.

- Standby costs will not be allowed during periods when the equipment would have otherwise been idle.

- No more than 8 hr. of standby will be paid during a 24-hr. day, nor more than 40 hr. per week, nor more than 176 hr. per month.
 - For Contractor-owned equipment, standby will be paid at 50% of the rental rates found in the Rental Rate Blue Book for Construction Equipment and calculated by dividing the monthly rate by 176 and multiplying by the regional adjustment factor and the rate adjustment factor. For leased equipment on standby, 100% of the invoice cost of the leased equipment will be paid. Operating costs will not be allowed.
- b. **Project Overhead. Project overhead is defined as the administrative and supervisory expenses incurred at the work locations. When delay to project completion occurs, reimbursement for project overhead for the prime contractor will be made using the following options:**
- reimbursed at 6% (computed as daily cost by dividing 6% of the original contract amount by the as-let number of working days) or
 - actual documented costs for the impacted period.

Project overhead for delays impacting sub-contractors will be determined from actual documented costs submitted by the Contractor.

The granting of time extensions and suspensions alone will not be justification for reimbursement for project overhead.

- c. **Home Office Overhead. The Department will not compensate the Contractor for home office overhead.**

Article 4.4. Requests and Claims for Additional Compensation, Section B., Dispute or Claims Procedure is voided and replaced by the following:

B. Dispute or Claims Procedure. Work with the Engineer to resolve or escalate all issues in accordance with the procedures outlined at the pre-construction conference. Establish with the Engineer an issue escalation ladder and adhere to the following:

- 1. Project Pledge.** At a minimum, Contractor representatives at the level of foreman and above will certify in writing they will approach the construction of this project in a manner consistent with delivering a high quality project in a safe, cost-effective, and timely manner, and they will be committed to not allowing personality conflicts or personal interests to interfere with providing the public with a quality project. Failure to uphold this commitment may result in grounds for removal from the project by the District Engineer.
- 2. Issue Resolution Process.** An issue is any aspect of the contract where representatives of the participants in the contract do not agree. The individuals identified at the lowest level of the issue escalation ladder will initiate the issue resolution process by escalating any issue that remains unresolved within the time frame outlined in the issue escalation ladder.

Use the Department's automated issue tracking system to submit and track issues escalated to the area engineer or above. Do not use the automated issue tracking system for routine issues resolved on the project.

Once the issue is recorded in the automated issue tracking system, the issue will be escalated to the district engineer within 15 calendar days.

The district engineer will issue written direction within 7 calendar days.

Work with the district to resolve all issues during the course of the contract. In the event the district and the Contractor cannot resolve an issue, the Contractor may file a contract claim after the completion of the contract to be handled in accordance with the Department's contract claim procedure. Contract claims will not be presented to the Contract Claims Committee for consideration prior to the final payment to the Contractor. It is the Contractor's responsibility to prove or justify all claims and requests in a timely manner.

The deadline for filing a claim in accordance with 43 TAC Section 9.2, is the earlier of 1 year after the date of final acceptance, date of default, or date of termination except that claims for warranty enforcement can be made up to 1 year after expiration of the warranty period.

SPECIAL PROVISION

005---004 – City of Leon Valley

Control of the Work

For this project, Item 005, “Control of the Work,” 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 5.2 Plans and Working Drawings, is supplemented with the following:

Submit shop drawings electronically for the fabrication of structural items as documented in the “Guide to Electronic Shop Drawing Submittal” available on the internet at ftp://ftp.dot.state.tx.us/pub/txdot-info/library/pubs/bus/bridge/e_submit_guide.pdf and as directed by the Engineer for other items required by the standard specifications. References to 11 x 17 sheets in individual specifications for structural items imply electronic CAD sheets.

SPECIAL PROVISION

006---030 – City of Leon Valley

Control of Materials

For this project, Item, Item 006, “Control of Materials,” of the Standard Specifications is amended hereby with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 6.9. Recycled Materials is voided and replaced by the following:

The Department will not allow hazardous wastes, as defined in 30 TAC 335, proposed for recycling. Use nonhazardous recyclable materials (NRMs) only if the Specification for the Item does not disallow or restrict use. Determine if NRMs are regulated under 30 TAC 312, 330, 332, 334, or 335, and comply with all general prohibitions and requirements. Use NRMs in accordance with DMS-11000, “Evaluating and Using Nonhazardous Recyclable Materials Guidelines,” and furnish all documentation required by that Specification.

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

Use materials that are free of hazardous materials as defined in Item 1, “Definition of Terms.”

Notify the Engineer immediately when a visual observation or odor indicates that materials in required material sources or on sites owned or controlled by the Department may contain hazardous materials. Except in the case of Section 6.10.A.1.a, “Cleaning and Painting Steel” below, the Department is responsible for testing and removing or disposing of hazardous materials not introduced by the Contractor on sites owned or controlled by the Department as indicated below. The plans will indicate locations where paint on steel is suspected to contain hazardous materials and where regulated asbestos containing materials have been found. The Engineer may suspend work wholly or in part during the testing, removal, or disposition of hazardous materials on sites owned or controlled by the Department, except in the case of Section 6.10.A.1.a.

When a visual observation or odor indicates that materials delivered to the work locations by the Contractor may contain hazardous materials, have an approved commercial laboratory test the materials for contamination. Remove, remediate, and dispose of any of these materials found to be contaminated. Testing, removal, and disposition of hazardous materials introduced onto the work locations by the Contractor will be at the Contractor’s expense. Working day charges will not be suspended and extensions of working days will not be granted for activities related to handling hazardous material delivered by the Contractor.

A. Painted Steel Requirements. As shown on the plans, existing paint on steel may contain hazardous materials. Perform work in accordance with the following:

1. Removing Paint from Steel.

- a. Cleaning and Painting Steel.** For contracts that are primarily for painting existing steel, perform the work in accordance with Item 446, “Cleaning and Painting Steel.”
- b. Other Contracts.** For all other projects when an existing paint must be removed to perform other work, perform paint removal work in accordance with Item 446, “Cleaning and Painting Steel” unless the paint is shown or determined to contain hazardous materials. If

the paint is shown or determined to contain hazardous materials, the Department will provide for a separate contractor to remove paint prior to or during the Contract to allow dismantling of the steel for the Contractor's salvaging, reuse, or recycling or where paint must be removed to perform other work. For steel that is dismantled by unbolting, no paint stripping will be required. Use care to not damage existing paint. When dismantling is performed using flame or saw-cutting methods to remove steel elements coated with paint containing hazardous materials, the plans will show stripping locations. Coordinate with the separate contractor for stripping work to be performed during the Contract.

2. Removal and Disposal of Painted Steel. For Contracts where painted steel is to be removed and disposed of by the Contractor, painted steel may be reused or disposed of at a steel recycling or smelting facility. If the paint is shown or determined to contain hazardous materials, maintain and make available to the Engineer invoices and other records showing the reuse owner or for recycling, records obtained from the recycling or smelting facility showing the received weight of the steel and the facility name. Painted steel to be retained by the Department will be shown on the plans.

B. Asbestos Requirements. The plans will indicate locations or elements where asbestos containing materials (ACM) have been found. At these locations or at locations where previously unknown ACM has been found, the Department will arrange for abatement by a separate contractor during the Contract. For work at these locations, notify the Engineer of proposed dates of demolition or removal of structural elements with ACM at least 60 days before work is to begin to allow the Department sufficient time to abate the asbestos.

When the work by a separate contractor for removal of paint or asbestos abatement is to be performed during the Contract, provide traffic control as shown on the plans and coordinate and cooperate with the separate contractor. Continue other work detailed in the plans not directly involved in the paint removal or asbestos abatement work. Coordinate with the Department the timing of the separate contractor's work in advance in order to allow the Department to schedule work with the separate contractor. Work for the traffic control and other work will not be paid for directly but will be subsidiary to pertinent Items.

SPECIAL PROVISION

006---047 – City of Leon Valley

Control of Materials

For this project, Item 000, “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 6.4. Sampling, Testing and Inspection is supplemented by the following:

Meet with the Engineer and choose either the Department or a Department-selected Commercial Lab (CL) for conducting the subset of project-level sampling and testing shown in Table 1, “Select Guide Schedule Sampling and Testing.” Selection may be made on a test by test basis. CLs will meet the testing turnaround times shown (includes test time and time for travel/sampling and reporting) and in all cases issue test reports as soon as possible.

If the Contractor chooses a Department-selected CL for any Table 1 sampling and testing:

- notify the Engineer, District Lab, and the CL of project scheduling that may require CL testing;
- provide the Engineer, District Lab, and CL at least 24 hours notice by phone and e-mail;
- reimburse the Department for CL Table 1 testing using the contract fee schedule for the CL (including mileage and travel/standby time) at the minimum guide schedule testing frequencies;
- reimburse the Department for CL Table 1 testing above the minimum guide schedule frequencies for retesting when minimum frequency testing results in failures to meet specification limits;
- agree with the Engineer and CL upon a policy regarding notification for testing services;
- give any cancellation notice to the Engineer, District Lab, and CL by phone and e-mail;
- reimburse the Department a \$150 cancellation fee to cover technician time and mileage charges for previously scheduled work cancelled without adequate notice, which resulted in mobilization of technician and/or equipment by the CL; and
- all CL charges will be reimbursed to the Department by a deduction from the Contractor's monthly pay estimate.

If the CL does not meet the Table 1 turnaround times, testing charge to the Contractor will be reduced by 50% for the first late day and an additional 5% for each succeeding late day.

Approved CL project testing above the minimum testing frequencies in the Guide Schedule of Sampling and Testing, and not as the result of failing tests, will be paid by the Department.

Other project-level Guide Schedule sampling and testing not shown on Table 1 will be the responsibility of the Department.

Table 1
Select Guide Schedule Sampling and Testing (Note 1)

TxDOT Test	Test Description	Turn-Around Time (Calendar days)
SOILS/BASE		
Tex-101-E	Preparation of Soil and Flexible Base Materials for Testing (included in other tests)	
Tex-104-E	Liquid Limit of Soils (included in 106-E)	
Tex-105-E	Plastic Limit of Soils (included in 106-E)	
Tex-106-E	Calculating the Plasticity Index of Soils	7
Tex-110-E	Particle Size Analysis of Soils	6
Tex-113-E	Moisture-Density Relationship of Base Materials	7
Tex-114-E	Moisture-Density Relationship of Subgrade and Embankment Soil	7
Tex-115-E	Field Method for In-Place Density of Soils and Base Materials	2
Tex-116-E	Ball Mill Method for the Disintegration of Flexible Base Material	5
Tex-117-E, Part II	Triaxial Compression Tests For Disturbed Soils and Base Materials (Part II)	6
Tex-113-E w/ Tex-117-E	Moisture-Density Relationship of Base Materials with Triaxial Compression Tests For Disturbed Soils and Base Materials (Part II)	10
Tex-140-E	Measuring Thickness of Pavement Layer	2
Tex-145-E	Determining Sulfate Content in Soils - Colorimetric Method	4
HOT MIX ASPHALT		
Tex-200-F	Sieve Analysis of Fine and Coarse Aggregate (dry, from ignition oven with known correction factors)	1 (Note 2)
Tex-203-F	Sand Equivalent Test	3
Tex-206-F w/ Tex-207-F, Part I, w/ Tex-227-F	(Lab-Molded Density of Production Mixture – Texas Gyratory) Method of Compacting Test Specimens of Bituminous Mixtures with Density of Compacted Bituminous Mixtures, Part I - Bulk Specific Gravity of Compacted Bituminous Mixtures, with Theoretical Maximum Specific Gravity of Bituminous Mixtures	1 (Note 2)
Tex-207-F, Part I &/or Part VI	(In-Place Air Voids of Roadway Cores) Density of Compacted Bituminous Mixtures, Part I- Bulk Specific Gravity of Compacted Bituminous Mixtures &/or Part VI - Bulk Specific Gravity of Compacted Bituminous Mixtures Using the Vacuum Method	1 (Note 2)
Tex-207-F, Part V	Density of Compacted Bituminous Mixtures, Part V- Determining Mat Segregation using a Density-Testing Gauge	3
Tex-207-F, Part VII	Density of Compacted Bituminous Mixtures, Part VII - Determining Longitudinal Joint Density using a Density-Testing Gauge	4
Tex-212-F	Moisture Content of Bituminous Mixtures	3
Tex-217-F	Deleterious Material and Decantation Test for Coarse Aggregate	4
Tex-221-F	Sampling Aggregate for Bituminous Mixtures, Surface Treatments, and LRA (included in other tests)	
Tex-222-F	Sampling Bituminous Mixtures (included in other tests)	
Tex-224-F	Determination of Flakiness Index	3
Tex-226-F	Indirect Tensile Strength Test (production mix)	4
Tex-235-F	Determining Draindown Characteristics in Bituminous Materials	3
Tex-236-F (Correction Factors)	Asphalt Content from Asphalt Paving Mixtures by the Ignition Method (Determining Correction Factors)	4
Tex-236-F	Asphalt Content from Asphalt Paving Mixtures by the Ignition Method (Production Mixture)	1 (Note 2)
Tex-241-F w/ Tex-207-F, Part I, w/ Tex-227-F	(Lab-Molded Density of Production Mixture – Superpave Gyratory) Superpave Gyratory Compacting of Specimens of Bituminous Mixtures (production mixture) with Density of Compacted Bituminous Mixtures, Part I- Part I - Bulk Specific	1 (Note 2)

	Gravity of Compacted Bituminous Mixtures, with Theoretical Maximum Specific Gravity of Bituminous Mixtures	
Tex-242-F	Hamburg Wheel-Tracking Test (production mix, molded samples)	3
Tex-244-F	Thermal Profile of Hot Mix Asphalt	1
Tex-246-F	Permeability of Water Flow of Hot Mix Asphalt	3
Tex-280-F	Flat and Elongated Particles	3
Tex-530-C	Effect of Water on Bituminous Paving Mixtures (production mix)	4
AGGREGATES		
Tex-400-A	Sampling Flexible Base, Stone, Gravel, Sand, and Mineral Aggregates	3
Tex-410-A	Abrasion of Coarse Aggregate Using the Los Angeles Machine	5
Tex-411-A	Soundness of Aggregate by Use of Sodium Sulfate or Magnesium Sulfate	12
Tex-461-A	Degradation of Coarse Aggregate by Micro-Deval Abrasion	5
CHEMICAL		
Tex-612-J	Acid Insoluble Residue for Fine Aggregate	4
GENERAL		
HMA Production Specialist [TxAPA – Level 1-A] (\$/hr)		
HMA Roadway Specialist [TxAPA – Level 1-B] (\$/hr)		
Technician Travel/Standby Time (\$/hr)		
Per Diem (\$/day – meals and lodging)		
Mileage Rate (\$/mile from closest CL location)		
<p>Note 1– Turn-Around Time includes test time and time for travel/sampling and reporting.</p> <p>Note 2 – These tests require turn-around times meeting the governing specifications. Provide test results within the stated turn-around time. CL is allowed one additional day to provide the signed and sealed report.</p>		

SPECIAL PROVISION

007---918 – City of Leon Valley

Legal Relations and Responsibilities

For this project, Item 7, “Legal Relations and Responsibilities” 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 7.4. Insurance and Bonds is voided and replaced by the following:

As specified in Article 3.4, “Execution of Contract,” provide the Department with a Certificate of Insurance verifying the types and amounts of coverage shown in Table 1. The Certificate of Insurance must be in a form approved by the Texas Department of Insurance Any Certificate of Insurance provided shall be available for public inspection.

Table 3
Insurance Requirements

Type of Insurance	Amount of Coverage
Commercial General Liability Insurance	Not Less Than: \$600,000 each occurrence
Business Automobile Policy	Not Less Than: \$600,000 combined single limit
Workers’ Compensation	Not Less Than: Statutory
All Risk Builder’s Risk Insurance (For building-facilities contracts only)	100% of Contract Price

By signing the Contract, the Contractor certifies compliance with all applicable laws, rules, and regulations pertaining to workers’ compensation insurance or legitimate alternates. This certification includes all subcontractors. Pay all deductibles stated in the policy. Subcontractors must meet the requirements of Table 1 either through their own coverage or through the Contractor’s coverage.

Insurances must cover the contracted work for the duration of the Contract and must remain in effect until final acceptance. Failure to obtain and maintain insurance for the contracted work may result in suspension of work or default of the Contract. If the insurance expires and coverage lapses for any reason, stop all work until the Department receives an acceptable Certificate of Insurance.

The Workers’ Compensation policy must include a waiver of subrogation endorsement in favor of the State.

For building-facilities contracts, provide All Risk Builder's Risk Insurance to protect the Department against loss by storm, fire or extended coverage perils on work and materials intended for use on the project including the adjacent structure. Name the Department under the Lost Payable Clause.

Provide a substitute Surety on the Contract bonds in the original full Contract amount within 15 days of notification if the Surety is declared bankrupt or insolvent, the Surety’s underwriting limitation drops below

the Contract amount or the Surety's right to do business is terminated by the State. The substitute Surety must be authorized by the laws of the State and acceptable to the Department. Work will be suspended until a substitute Surety is provided. Working day charges will be suspended for 15 days or until an acceptable Surety is provided, whichever is sooner.

Article 7.8. Hauling and Loads on Roadways and Structures is supplemented by the following:

D. Stockpiling of Materials. Do not store or stockpile material on bridge structures without written permission. If required, submit a structural analysis and supporting documentation by a licensed professional engineer for review by the Engineer. Permission may be granted if the Engineer finds that no damage or overstresses in excess of those normally allowed for occasional overweight loads will result to structures that will remain in use after Contract completion. Provide temporary matting or other protective measures as directed.

Article 7.14. Contractor's Responsibility for Work, Section B. Appurtenances is voided and replaced by the following:

B. Appurtenances.

1. Unreimbursed Repair. Except for destruction (not reusable) due to hurricanes, reimbursement will not be made for repair of damage to the following temporary appurtenances, regardless of cause:

- signs,
- barricades,
- changeable message signs, and
- other work zone traffic control devices.

Crash cushion attenuators and guardrail end treatments are the exception to the above listing and are to be reimbursed in accordance with Section 7.14.B.2, "Reimbursed Repair."

For the devices listed in this section, reimbursement may be made for damage due to hurricanes. Where the contractor retains replaced appurtenances after completion of the project, the Department will limit the reimbursement to the cost that is above the salvage value at the end of the project.

2. Reimbursed Repair. Reimbursement will be made for repair of damage due to the causes listed in Section 7.14.A, "Reimbursable Repair," to appurtenances (including temporary and permanent crash cushion attenuators and guardrail end treatments).

Article 7.15. Electrical Requirements, Section A. Definitions, Section 3. Certified Person is voided and replaced by the following:

3. Certified Person. A certified person is a person who has passed the test from the TxDOT course TRF450, "TxDOT Roadway Illumination and Electrical Installations" or other courses as approved by the Traffic Operations Division. Submit a current and valid TRF certification upon request. On June 1, 2011, Texas Engineering Extension Service (TEEX) certifications for "TxDOT Electrical Systems" course will no longer be accepted. All TRF 450 certifications that have been issued for "TxDOT Roadway Illumination and Electrical Installations" course that expire before June 1, 2011 will be accepted until June 1, 2011.

Article 7.15. Electrical Requirements, Section A. Definitions, Section 4. Licensed Electrician is voided and replaced by the following:

4. Licensed Electrician. A licensed electrician is a person with a current and valid unrestricted master electrical license, or unrestricted journeyman electrical license that is supervised or directed by an unrestricted master electrician. An unrestricted master electrician need not be on the work locations at all times electrical work is being done, but the unrestricted master electrician must approve work performed by the unrestricted journeyman. Licensed electrician requirements by city ordinances do not apply to on state system work.

The unrestricted journeyman and unrestricted master electrical licenses must be issued by the Texas Department of Licensing and Regulation or by a city in Texas with a population of 50,000 or greater that issues licenses based on passing a written test and demonstrating experience.

The Engineer may accept other states' electrical licenses. Submit documentation of the requirements for obtaining that license. Acceptance of the license will be based on sufficient evidence that the license was issued based on:

- passing a test based on the NEC similar to that used by Texas licensing officials, and
- sufficient electrical experience commensurate with general standards for an unrestricted master and unrestricted journeyman electrician in the State of Texas.

Article 7.19. Preservation of Cultural and Natural Resources and the Environment is supplemented by the following:

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

Provide notice to the Department of demolition or renovation to the structures listed in the plans at least 30 calendar days prior to initiating demolition or renovation of each structure or load bearing member. Provide the scheduled start and completion date of structure demolition, renovation, or removal.

When demolition, renovation, or removal of load bearing members is planned for several phases, provide the start and completion dates identified by separate phases.

DSHS requires that notifications be postmarked at least 10 working days prior to initiating demolition or renovation. If the date of actual demolition, renovation, or removal is changed, the Department will be required to notify DSHS at least 10 days in advance of the work. This notification is also required when a previously scheduled (notification sent to DSHS) demolition, renovation or removal is delayed. Therefore, if the date of actual demolition, renovation, or removal is changed, provide the Engineer, in writing, the

revised dates in sufficient time to allow for the Department's notification to DSHS to be postmarked at least 10 days in advance of the actual work.

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

Article 7.20, Agricultural Irrigation. This Item is supplemented by the following:

Regulate the sequence of work and make provisions as necessary to provide for agricultural irrigation or drainage during the work. Meet with the Irrigation District or land owner to determine the proper time and sequence when irrigation demands will permit shutting-off water flows to perform work.

Unless otherwise provided on the plans, the work required by these provisions will not be paid for directly but shall be considered as subsidiary work pertaining to the various bid items of this contract.

SPECIAL PROVISION

008---119 – City of Leon Valley

Prosecution and Progress

For this project, Item 8, "Prosecution and Progress," 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 8.8. Subcontracting, is supplemented with the following:

For all DBE subcontracts including all tiered DBE subcontracts, submit a copy of the executed subcontract agreement.

SPECIAL PROVISION

009---009 – City of Leon Valley

Measurement and Payment

For this project, Item 0009, “Measurement and Payment,” 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 9.6. Progress Payments, Section A, Retainage is voided and replaced by the following:

A. Retainage. Retainage will not be withheld on this project.

Article 9.6. Progress Payments, Section B, Payment Provisions for Subcontractors is voided and replaced by the following:

B. Payment Provisions for Subcontractors. For the purposes of this Article only, the term subcontractor includes suppliers and the term work includes materials provided by suppliers at a location approved by the department. Pay the subcontractors for work performed within 10 days after receiving payment for the work performed by the subcontractor. Also, pay any retainage on a subcontractor’s work within 10 days after satisfactory completion of all of the subcontractor’s work. Completed subcontractor work includes vegetative establishment, test, maintenance, performance, and other similar periods that are the responsibility of the subcontractor.

For the purpose of this Section, satisfactory completion is accomplished when:

- the subcontractor has fulfilled the Contract requirements of both the Department and the subcontract for the subcontracted work, including the submittal of all information required by the specifications and the Department; and
- the work done by the subcontractor has been inspected, approved, and paid by the Department. The inspection and approval of a subcontractor’s work does not eliminate the Contractor’s responsibilities for all the work as defined in Article 7.14, “Contractor’s Responsibility for Work.”

The Department 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

009---015 – City of Leon Valley

Measurement and Payment

For this project, Item 9, "Measurement and Payment," 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 9.5. Force Account, B. Insurance and Taxes is replaced by the following:

- B. Labor Burden. An additional 55% of the labor cost, excluding the 25% compensation provided in Section 9.5.A, "Labor," will be paid as compensation for labor insurance and labor taxes including the cost of premiums on non-project specific liability (excluding vehicular) insurance, workers compensation insurance, Social Security, unemployment insurance taxes, and fringe benefits.*

SPECIAL PROVISION

100---002 – City of Leon Valley

Preparing Right of Way

For this project, Item 100, “Preparing Right of Way,” 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 100.4. Payment. **The second paragraph is voided and replaced by the following:**

Total payment of this Item will not exceed 10% of the original contract amount until final acceptance. The remainder will be paid on the estimate after the final acceptance under Article 5.8, “Final Acceptance.”

SPECIAL PROVISION

161---006 – City of Leon Valley

Compost

For this project, Item 161, “Compost,” 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 161.2. Materials. Table 1 and following two paragraphs are voided and replaced by the following:

**Table 4
Physical Requirements for Compost**

Property	Test Method	Requirement
Particle Size	TMECC ¹ 02.02-B, “Sample Sieving for Aggregate Size Classification”	95% passing 5/8 in. 70% passing 3/8 in.
Heavy Metals Content	TMECC 04.06, “Heavy Metals and Hazardous Elements”: 04.06-As, Arsenic 04.06-Cd, Cadmium 04.06-Cu, Copper 04.06-Pb, Lead 04.06-Hg, Mercury 04.06-Mo, Molybdenum 04.06-Ni, Nickel 04.06-Se, Selenium 04.06-Zn, Zinc	Pass
Salinity	TMECC 04.10-A, “1:5 Slurry Method, Mass Basis”	5.0 dS/m Max ²
pH	TMECC 04.11-A, “1:5 Slurry pH”	5.5-8.5
Maturity	TMECC 05.05-A, “% Emergence and Relative Seedling Vigor”	> 80%
Organic Matter Content	TMECC 05.07-A, “Loss-On-Ignition Organic Matter Method”	25-65% (dry mass)
Stability	TMECC 05.08-B, “Carbon Dioxide Evolution Rate”	≤ 8
Fecal Coliform	TMECC 07.01-B, “Fecal Coliforms”	1,000 MPN/g Max

1. “Test Methods for the Examination of Composting and Compost,” published by the United States Department of Agriculture and the USCC.

2. A soluble salt content up to 10.0 dS/m for compost used in compost-manufactured topsoil will be acceptable.

Maintain compost in designated stockpiles at the producer’s site. The Department reserves the right to sample compost at the jobsite. Material may be tested to verify compliance with this Specification by an STA-certified lab. Make payment to the STA-certified lab approved by the Department. Submit lab invoices for passing tests to the Department for reimbursement. Maintain a complete record of all test reports for the previous and current calendar year.

SPECIAL PROVISION

166---001—City of Leon Valley

Fertilizer

Item 000, "Fertilizer," 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 166.2. Materials is voided and replaced by the following:

Use a complete fertilizer containing nitrogen (N), phosphoric acid (P), and potash (K) nutrients unless otherwise specified on the plans. At least 50% of the nitrogen component must be a slow-release sulfur coated urea. Ensure that fertilizer is in an acceptable condition for distribution in containers labeled with the analysis. Fertilizer is subject to testing by the Texas A&M Feed and Fertilizer Control Service in accordance with the Texas Fertilizer Law.

Article 166.3. Construction is voided and replaced by the following:

Deliver and apply the complete fertilizer uniformly at a rate equal to 60 lb. of nitrogen per acre or at the analysis and rate specified on the plans.

Apply fertilizer as a dry material and do not mix with water to form a slurry.

Incorporate fertilizer during seedbed preparation as specified in the plans.

SPECIAL PROVISION

247---033 – City of Leon Valley

Flexible Base

For this project, Item 000, “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.

Article 247.2. Materials, Section A. Aggregate, Table 1. Material Requirements is replaced by the following:

**Table 5
Material Requirements**

Property	Test Method	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5
Master gradation sieve size (cumulative % retained)	Tex-110-E				As shown on the plans	
2-1/2 in.		-	0	0		0
1-3/4 in.		0	0-10	0-10		0-5
7/8 in.		10-35	-	-		10-35
3/8 in.		30-50	-	-		35-65
No. 4		45-65	45-75	45-75		45-75
No. 40		70-85	60-85	50-85	70-90	
Liquid Limit, % max. ¹	Tex-104-E	35	40	40	As shown on the plans	35
Plasticity Index, max. ¹	Tex-106-E	10	12	12	As shown on the plans	10
Plasticity index, min. ¹		As shown on the plans				
Wet ball mill, % max. ²	Tex-116-E	40	45	-	As shown on the plans	40
Wet ball mill, % max. increase passing the No. 40 sieve		20	20	-	As shown on the plans	20
Classification, max. ³	Tex-117-E	When shown on the plans	When shown on the plans	-	As shown on the plans	-
Min. compressive strength, psi	Tex-117-E				As shown on the plans	
lateral pressure 0 psi		45	35	-		-
lateral pressure 3 psi		-	-	-		90
lateral pressure 15 psi		175	175	-		175

1. Determine the plastic index in accordance with Tex-107-E (linear shrinkage) when liquid limit is unattainable as defined in Tex-104-E.
2. When a soundness value is required by the plans, test material in accordance with Tex-411-A.
3. When Classification is required by the plans, a triaxial Classification of 1.0 or less for Grades 1 and 2.3 or less for Grade 2 is required. The Classification requirement for Grade 4 will be as shown on the plans.

Article 247.2. Materials, Section A. Aggregate, Section 3. Recycled Material, Section b. Recycled Material (Including Crushed Concrete) Requirements, Section (1), Contractor Furnished Recycled Materials is supplemented by the following:

Provide recycled materials that have a maximum sulfate content of 3000 ppm when tested in accordance with Tex-145-E.

Article 247.4. Construction, Section C. Compaction is supplemented by the following:

Before final acceptance, the Engineer will select the locations of tests and measure the flexible base depth in accordance with Tex-140-E when Complete in Place measurement is specified. Correct areas deficient by more than 1/2 in. in thickness by scarifying, adding material as required, reshaping, recompacting, and refinishing at the Contractor's expense.

Article 247.4. Construction, Section C. Compaction, Section 2. Density Control first paragraph is replaced by the following:

Compact to at least 100% of the maximum dry density determined by Tex-113-E, unless otherwise shown on the plans. Maintain moisture during compaction at not less than 1 percentage point below the optimum moisture content determined by Tex-113-E. Determine the moisture content of the material in accordance with Tex-115-E or Tex-103-E during compaction daily and report the results the same day to the Engineer, unless otherwise shown on the plans or directed.

SPECIAL PROVISION

360---013---City of Leon Valley

Concrete Pavement

For this project, Item 000, "Concrete Pavement," 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 360.2. Materials, Section D. Epoxy is voided and replaced by the following:

Provide Type III, Class C epoxy in accordance with DMS-6100, "Epoxies and Adhesives," for installing all drilled-in reinforcing steel. Request approval for the use of epoxy types other than Type III, Class C.

Article 360.3. Equipment, Section E. Curing Equipment. The third sentence is voided and replaced by the following:

Provide curing equipment that is independent of all other equipment when required to meet the requirements of Article 360.4.I, "Curing."

Article 360.4. Construction, Section H. Spreading and Finishing, Section 2. Maintenance of Surface Moisture. The first and second sentences are voided and replaced by the following:

Prevent surface drying of the pavement before application of the curing system by means that may include water fogging, the use of wind screens, and the use of evaporation retardants.

Article 360.4. Construction, Section H. Spreading and Finishing, Section 3. Surface Texturing is voided and replaced by the following:

Complete final texturing before the concrete has attained its initial set. Drag the carpet longitudinally along the pavement surface with the carpet contact surface area adjusted to provide a satisfactory coarsely textured surface. Prevent the carpet from getting plugged with grout. Do not perform carpet dragging operations while there is excessive bleed water.

A metal-tine texture finish is required for all areas with a posted speed limit in excess of 45 mph. A metal-tine texture finish is required unless otherwise shown on the plans for areas with a posted speed limit less than 45 mph. Immediately following the carpet drag, apply a single coat of evaporation retardant at a rate recommended by the manufacturer. Provide the metal-tine finish immediately after the concrete surface has set enough for consistent tining. Operate the metal-tine device to obtain grooves spaced at 1 in., approximately 3/16 in. deep, with a minimum depth of 1/8 in., and approximately 1/12 in. wide. Do not overlap a previously tined area. Use manual methods to achieve similar results on ramps and other irregular sections of pavements. Repair damage to the edge of the slab and joints immediately after texturing. Do not tine pavement that will be overlaid or that is scheduled for blanket diamond grinding or shot blasting.

When carpet drag is the only surface texture required by the plans, ensure that adequate and consistent micro-texture is achieved by applying sufficient weight to the carpet and keeping the carpet from getting plugged with grout, as directed by the Engineer. Target a carpet drag texture of 0.04 in., as measured by Tex 436-A. Correct any location with a texture less than 0.03 in. by diamond grinding or shot blasting. The Engineer will determine the test locations at points located transversely to the direction of traffic in the

outside wheel path.

Article 360. 4. Construction, Section I. Curing. The first sentence is voided and replaced by the following:

Keep the concrete pavement surface from drying as described in Section 360.4.H.2, "Maintenance of Surface Moisture," until the curing material has been applied.

Article 360. 4. Construction, Section I. Curing, Section 1. Membrane Curing. The first paragraph is voided and replaced by the following:

Spray the concrete surface uniformly with 2 coats of membrane curing compound at an individual application rate of not more than 180 sq. ft. per gal. Do not allow the concrete surface to dry before applying the curing compound. Use a towel or absorptive fabric to remove any standing pools of bleed water that may be present on the surface before applying the curing compound. Apply the first coat within 10 min. after completing texturing operations. Apply the second coat within 30 min. after completing texturing operations.

SPECIAL PROVISION

420---002 – City of Leon Valley

Concrete Structures

For this project, Item 000, "Concrete Structures," 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 420.4. Construction, Section I, "Finish of Bridge Slabs". The tenth paragraph is supplemented with the following:

For bridge approach slabs the carpet drag, burlap drag, or broom finish may be applied either longitudinally or transversely.

Article 420.4. Construction, Section I, "Finish of Bridge Slabs". The first sentence of the fourteenth paragraph is voided and replaced by the following:

Unless noted otherwise, saw-cut grooves in the hardened concrete of bridge slabs, bridge approach slabs, and direct-traffic culverts to produce the final texturing after completion of the required curing period.

Article 420.4. Construction, Section I, "Finish of Bridge Slabs". The fourteenth paragraph is amended by the following:

When saw-cut grooves are not required in the plans, provide either a carpet drag or broom finish for micro-texture. In this case insure that an adequate and consistent micro-texture is achieved by applying sufficient weight to the carpet and keeping the carpet or broom from getting plugged with grout. For surfaces that do not have adequate texture, the Engineer may require corrective action including diamond grinding or shot blasting.

Article 420.4. Construction, Section J. Curing Concrete. The first sentence of the fourth paragraph is voided and replaced by the following:

For upper surfaces of bridge slabs, bridge approach slabs, median and sidewalk slabs, and culvert top slabs constructed using Class S concrete, apply interim curing using a Type 1-D curing compound before the water sheen disappears but no more than 45 minutes after application of the evaporation retardant. Do not allow the concrete surface to dry before applying the interim cure, and do not place the interim cure over standing water.

Article 420.6 Payment. The pay adjustment formula given in the sixth bullet of the fourth paragraph is voided and replaced by the following:

$$A = Bp[-5.37(Sa/Ss)^2 + 11.69(Sa/Ss) - 5.32]$$

Where:

A = Amount to be paid

Sa = Actual strength from cylinders or cores

Ss = Specified design strength

Bp = Unit bid price

SPECIAL PROVISION

421---035 – City of Leon Valley

Hydraulic Cement Concrete

For this project, Item 000, “Hydraulic Cement Concrete,” 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 421.2.D. Water, Table 1. Chemical Limits for Mix Water is voided and replaced by the following:

**Table 6
Chemical Limits for Mix Water**

Contaminant	Test Method	Maximum Concentration (ppm)
Chloride (Cl)	ASTM C 114	
Prestressed concrete		500
Bridge decks and superstructure		500
All other concrete		1,000
Sulfate (SO ₄)	ASTM C 114	2,000
Alkalies (Na ₂ O + 0.658K ₂ O)	ASTM C 114	600
Total Solids	ASTM C 1603	50,000

Article 421.2.B. Supplementary Cementing Materials (SCM) is supplemented with the following:

6. Modified Class F Fly Ash (MFFA). Furnish MFFA conforming to DMS-4610, “Fly Ash.”

Article 421.2.D. Water, Table 2. Acceptance Criteria for Questionable Water Supplies is voided and replaced by the following:

**Table 7
Acceptance Criteria for Questionable Water Supplies**

Property	Test Method	Limits
Compressive strength, min. % control at 7 days	ASTM C 31, ASTM C 39 ^{1,2}	90
Time of set, deviation from control, h:min.	ASTM C 403 ¹	From 1:00 early to 1:30 later

1. Base comparisons on fixed proportions and the same volume of test water compared to the control mix using 100% potable water or distilled water.

2. Base comparisons on sets consisting of at least two standard specimens made from a composite sample.

Article 421.2.E.1 Coarse Aggregate. The fourth paragraph is voided and replaced by the following:

Unless otherwise shown on the plans, provide coarse aggregate with a 5-cycle magnesium sulfate soundness when tested in accordance with Tex-411-A of not more than 25% when air entrainment is waived and 18% when air entrainment is not waived. Crushed recycled hydraulic cement concrete is not subject to the 5-cycle soundness test.

Article 421.2.E.2 Fine Aggregate. The fifth paragraph is voided and replaced by the following:

$$\text{Acid insoluble (\%)} = \{(A1)(P1)+(A2)(P2)\}/100$$

where:

A1 = acid insoluble (%) of aggregate 1

A2 = acid insoluble (%) of aggregate 2

P1 = percent by weight of aggregate 1 of the fine aggregate blend

P2 = percent by weight of aggregate 2 of the fine aggregate blend

Article 421.2.E.2. Fine Aggregate. The final paragraph is voided and replaced by the following:

For all classes of concrete, provide fine aggregate with a fineness modulus between 2.3 and 3.1 as determined by Tex-402-A.

Article 421.2.E. Aggregate is supplemented by the following:

- 4. Intermediate Aggregate.** When necessary to complete the concrete mix design, provide intermediate aggregate consisting of clean, hard, durable particles of natural or lightweight aggregate or a combination thereof. Provide intermediate aggregate free from frozen material and from injurious amounts of salt, alkali, vegetable matter, or other objectionable material, and containing no more than 0.5% clay lumps by weight in accordance with Tex-413-A. If more than 30% of the intermediate aggregate is retained on the No. 4 sieve, the retained portion must meet the following requirements:

- must not exceed a wear of 40% when tested in accordance with Tex-410-A.
- must have a 5-cycle magnesium sulfate soundness when tested in accordance with Tex-411-A of not more than 25% when air entrainment is waived and 18% when air entrainment is not waived.

If more than 30% of the intermediate aggregate passes the 3/8" sieve, the portion passing the 3/8" sieve must not show a color darker than standard when subjected to the color test for organic impurities in accordance with Tex-408-A and must have an acid insoluble residue, unless otherwise shown on the plans, for concrete subject to direct traffic equal to or greater than the value calculated with the following equation:

$$Alia \geq \frac{60 - (Alfa)(Pfa)}{(Pia)}$$

where:

Alfa = acid insoluble (%) of fine aggregate or fine aggregate blend

Pfa = percent by weight of the fine aggregate or fine aggregate blend as a percentage of the total weight of the aggregate passing the 3/8" sieve in the concrete mix design

Pia = percent by weight of the intermediate aggregate as a percentage of the total weight of the aggregate passing the 3/8" sieve in the concrete mix design

Article 421.2.F. Mortar and Grout is supplemented by the following:

Section 421.4.A.6, "Mix Design Options," does not apply for mortar and grout.

Article 421.3.A. Concrete Plants and Mixing Equipment is supplemented by the following:

When allowed by the plans or the Engineer, for concrete classes not identified as structural concrete in Table 5 or for Class C concrete not used for bridge-class structures, the Engineer may inspect and approve all plants and trucks in lieu of the NRMCA or non-Department engineer sealed certifications. The criteria and frequency of Engineer approval of plants and trucks is the same used for NRMCA certification.

Article 421.3.A.2. Volumetric Mixers is supplemented by the following:

Unless allowed by the plans or the Engineer, volumetric mixers may not supply classes of concrete identified as structural concrete in Table 5.

Article 421.4.A Classification and Mix Design. The first paragraph is voided and replaced by the following:

Unless a design method is indicated on the plans, furnish mix designs using ACI 211, "Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete," Tex-470-A, or other approved procedures for the classes of concrete required in accordance with Table 5. Perform mix design and cement

replacement using the design by weight method unless otherwise approved. Do not exceed the maximum water-to-cementitious-material ratio.

Article 421.4.A. Classification and Mix Design, Table 5 Concrete Classes is voided and replaced by the following:

**Table 5
Concrete Classes**

Class of Concrete	Design Strength, Min. 28-day f'_c (psi)	Maximum W/C Ratio ¹	Coarse Aggregate Grades ^{2,3}	General Usage ⁴
A	3,000	0.60	1–4, 8	Inlets, manholes, curb, gutter, curb & gutter, conc. retards, sidewalks, driveways, backup walls, anchors
B	2,000	0.60	2–7	Riprap, small roadside signs, and anchors
C ⁵	3,600	0.45	1–6	Drilled shafts, bridge substructure, bridge railing, culverts except top slab of direct traffic culverts, headwalls, wing walls, approach slabs, concrete traffic barrier (cast-in-place)
C(HPC) ⁵	3,600	0.45	1-6	As shown on the plans
D	1,500	0.60	2–7	Riprap
E	3,000	0.50	2–5	Seal concrete
F ⁵	Note 6	0.45	2–5	Railroad structures; occasionally for bridge piers, columns, or bents
F(HPC) ⁵	Note 6	0.45	2–5	As shown on the plans
H ⁵	Note 6	0.45	3–6	Prestressed concrete beams, boxes, piling, and concrete traffic barrier (precast)
H(HPC) ⁵	Note 6	0.45	3–6	As shown on the plans
S ⁵	4,000	0.45	2–5	Bridge slabs, top slabs of direct traffic culverts
S(HPC) ⁵	4,000	0.45	2–5	As shown on the plans
P	See Item 360	0.45	2–3	Concrete pavement
DC ⁵	5,500	0.40	6	Dense conc. overlay
CO ⁵	4,600	0.40	6	Conc. overlay
LMC ⁵	4,000	0.40	6–8	Latex-modified concrete overlay
SS ⁵	3,600 ⁷	0.45	4–6	Slurry displacement shafts, underwater drilled shafts
K ⁵	Note 6	0.45	Note 6	Note 6
HES	Note 6	0.45	Note 6	Note 6

1. Maximum water-cement or water-cementitious ratio by weight.
2. Unless otherwise permitted, do not use Grade 1 coarse aggregate except in massive foundations with 4-in. minimum clear spacing between reinforcing steel bars. Do not use Grade 1 aggregate in drilled shafts.
3. Unless otherwise approved, use Grade 8 aggregate in extruded curbs.
4. For information only.
5. Structural concrete classes.
6. As shown on the plans or specified.
7. Use a minimum cementitious material content of 650 lb/cy of concrete. Do not apply Table 6 over design requirements to Class SS concrete.

Article 421.4.A. Classification and Mix Design, Table 6 Over Design to Meet Compressive Strength Requirements. Footnote 3 is supplemented by the following:

For Class K and concrete classes not identified as structural concrete in Table 5 or for Class C concrete not used for bridge-class structures, the Engineer may designate on the plans an alternative over-design requirement up to and including 1,000 psi for specified strengths less than 3,000 psi and up to and including 1,200 psi for specified strengths from 3,000 to 5,000 psi.

Article 421.4.A.1. Cementitious Materials is supplemented by the following:

The upper limit of 35% replacement of cement with Class F fly ash specified by mix design Options 1 and 3 may be increased to a maximum of 45% for mass placements, high performance concrete, and precast members when approved.

Article 421.4.A.3. Chemical Admixtures is supplemented by the following:

When a corrosion-inhibiting admixture is required, use a 30% calcium nitrite solution. The corrosion-inhibiting admixture must be set neutral unless otherwise approved. Dose the admixture at the rate of gallons of admixture per cubic yard of concrete shown on the plans.

Article 421.4.A.4 Air Entrainment is voided and replaced by the following:

Air entrain all concrete except for Class B and concrete used in drilled shafts unless otherwise shown on the plans. Unless otherwise shown on the plans, target an entrained air content of 4.0% for concrete pavement and 5.5% for all other concrete requiring air entrainment. To meet the air-entraining requirements, use an approved air-entraining admixture. Unless otherwise shown on the plans, acceptance of concrete loads will be based on a tolerance of $\pm 1.5\%$ from the target air content. If the air content is more than 1.5 but less than 3.0% above the target air, the concrete

may be accepted based on strength tests. For specified concrete strengths above 5,000 psi, a reduction of 1% is permitted.

Article 421.4.A Table 7 Air Entrainment is voided.

Article 421.4.A.6. Mix Design Options. The first and second paragraphs are voided and replaced by the following:

For structural concrete identified in Table 5 and any other class of concrete designed using more than 520 lb. of cementitious material per cu. yd., use one of the mix design Options 1–8 shown below, unless otherwise shown on the plans.

For concrete classes not identified as structural concrete in Table 5 and designed using less than 520 lb. of cementitious material per cu. yd., use one of the mix design Options 1–8 shown below, except that Class C fly ash may be used instead of Class F fly ash for Options 1, 3, and 4 unless sulfate-resistant concrete is shown on the plans.

Do not use mix design Options 6 or 7 when High Performance Concrete (HPC) is required. Option 8 may be used when HPC is required provided: a minimum of 20% of the cement is replaced with a Class C fly ash; Tex-440-A, "Initial Time of Set of Fresh Concrete" is performed during mix design verification; the additional requirements for permeability are met; and the concrete is not required to be sulfate-resistant.

Article 421.4.A.6.b. Option 2 is voided and replaced by the following:

b. Option 2. Replace 35 to 50% of the cement with GGBFS or MFFA.

Article 421.4.A.6.c. Option 3 is voided and replaced by the following:

c. Option 3. Replace 35 to 50% of the cement with a combination of Class F fly ash, GGBFS, MFFA, UFFA, metakaolin, or silica fume; however, no more than 35% may be fly ash, and no more than 10% may be silica fume.

Article 421.4.A.6.f. Option 6 is voided and replaced by the following:

f. Option 6. Use lithium nitrate admixture at a minimum dosage determined by testing conducted in accordance with Tex-471-A, "Lithium Dosage Determination Using Accelerated Mortar Bar Testing." 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 List of Approved Lithium Testing Laboratories, certified by the Construction Division as being capable of testing according to Tex-471-A, "Lithium Dosage Determination Using Accelerated Mortar Bar Testing."

Article 421.4.A.6.g. Option 7 is voided and replaced by the following:

g. Option 7. When using hydraulic cement only, ensure that the total alkali contribution from the cement in the concrete does not exceed 3.5 lb. per cubic yard of concrete when 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. Do not use Option 7 when any of the aggregates in the concrete are listed on the Department's List of Aggregate Sources Excluded from Option 7 ASR Mitigation.

Article 421.4.A.6.h. Option 8 is voided and replaced by the following:

h. Option 8. For any deviations from Options 1–5, perform annual testing on coarse, intermediate, and fine aggregate separately in accordance with ASTM C 1567. Before use of the mix, provide a certified test report signed and sealed by a licensed professional engineer, from a laboratory on the Department's List of Approved ASTM C 1260 Laboratories, demonstrating that the ASTM C 1567 test result for each aggregate does not exceed 0.08% expansion at 14 days.

Do not use Option 8 when any of the aggregates in the concrete are listed on the Department's List of Aggregate Sources Excluded from Option 8 ASR Mitigation. When HPC is required, provide a certified test report signed and sealed by a licensed professional engineer demonstrating that AASHTO T 277 test results indicate the permeability of the concrete is less than 1,500 coulombs tested immediately after either of the following curing schedules:

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

Article 421.4.B. Trial Batches is supplemented by the following:

Once a trial batch substantiates the mix design, the proportions and mixing methods used in the trial batch become the mix design of record.

Article 421.4.B. Trial Batches. The fourth sentence of the second paragraph is voided and replaced by the following:

Test at least one set of design strength specimens, consisting of two specimens per set, at 7-day, 28-day, and at least one additional age.

Article 421.4.D. Measurement of Materials, Table 9 is voided and replaced by the following:

Table 9
Measurement Tolerances – Non-Volumetric Mixers

Material	Tolerance (%)
Cement, wt.	-1 to +3
SCM wt.	-1 to +3
Cement + SCM (cumulative weighing), wt.	-1 to +3
Water, wt. or volume	±3
Fine aggregate, wt.	±2
Coarse aggregate, wt.	±2
Fine + coarse aggregate (cumulative weighing), wt.	±1
Chemical admixtures, wt. or volume	±3

Article 421.4.E. Mixing and Delivering Concrete. The first paragraph is supplemented with the following:

Do not top-load new concrete onto returned concrete.

Article 421.4.E.3. Truck-Mixed Concrete. The first paragraph is voided and replaced by the following:

Mix the concrete in a truck mixer from 70 to 100 revolutions at the mixing speed designated by the manufacturer to produce a uniform concrete mix. Deliver the concrete to the project in a thoroughly mixed and uniform mass and discharge the concrete with a satisfactory degree of uniformity. Additional mixing at the job site at the mixing speed designated by the manufacturer is allowed as long as the requirements of Section 421.4.A.5, "Slump" and Section 421.4.E, "Mixing and Delivering Concrete" are met.

SPECIAL PROVISION
440---006 – City of Leon Valley
Reinforcing Steel

For this project, Item 440, “Reinforcing 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.

Article 440.2 Materials, Section A. Approved Mills is supplemented by the following:

Contact the Construction Division with the name and location of the producing mill for stainless steel reinforcement at least 4 weeks prior to ordering any material.

Article 440.2. Materials, Section D. Weldable Reinforcing Steel is supplemented by the following:

Do not weld stainless reinforcing steel without permission from the Engineer. If welding is required, provide stainless steel reinforcing suitable for welding and submit welding procedures and electrodes to the Engineer for approval.

Article 440.2. Materials, Section F. Epoxy Coating. The second paragraph is voided and replaced by the following:

Furnish coated reinforcing steel meeting the requirements in Table 3.

Article 440.2. Materials, Section F. Epoxy Coating. Paragraph four is voided and not replaced.

Article 440.2. Materials, Section G. Mechanical Couplers is voided and replaced by the following:

When mechanical splices in reinforcing steel bars are shown on the plans, use couplers of the type specified in DMS-4510, “Mechanical Couplers for Reinforcing Steel,” Article 4510.5.A, “General Requirements.”

Furnish only couplers produced by a manufacturer pre-qualified in accordance with DMS-4510. Do not use sleeve-wedge type couplers on coated reinforcing. Sample and test couplers for use on individual projects in accordance with DMS-4510. Furnish couplers only at locations shown on the plans.

Furnish couplers for stainless reinforcing steel with the same alloy designation as the reinforcing steel.

Article 440.2. Materials is supplemented by the following:

H. Fibers. When allowed by the plans, supply fibers at the minimum dosage listed on the Material Producer List maintained by the Materials and Pavements Section of the Construction Division. When shown on the plans, use fibers that do not corrode due to carbonation of concrete or the use of deicing salts.

I. Stainless Steel. When stainless reinforcing steel is required in the plans, provide deformed steel bars of the types listed in Table 3a and conforming to ASTM A 955, GR 60 or higher.

Table 3a
Acceptable Types of Deformed Steel Bar

UNS Designation	S31653	S31803	S24100	S32304
AISI Type	316LN	2205	XM-28	2304

Article 440.3.Construction, Section A. Bending is supplemented by the following:

Bend stainless reinforcing steel in accordance with ASTM A955.

Article 440.3.Construction, Section C. Storage is supplemented by the following:

Do not allow stainless steel reinforcement to be in direct contact with uncoated steel reinforcement, nor with galvanized reinforcement. This does not apply to stainless steel wires and ties. Store stainless steel bar reinforcement separately, off the ground on wooden supports.

Article 440.3. Construction, Section D. Splices. The fifth bullet is voided and replaced by the following:

- For box culvert extensions with less than 1 ft. of fill, lap the existing longitudinal bars with the new bars as shown in Table 5. For extensions with more than 1 ft. of fill, lap at least 1 ft. 0 in.

Article 440.3. Construction, is supplemented by the following:

G. Handling and Placing Stainless Steel Reinforcing.

Handle, cut, and place stainless steel bar reinforcement using tools that are not used on carbon steel. Do not use carbon steel tools, chains, slings, etc. when handling stainless steel. Use only nylon or polypropylene slings. Cut stainless steel using shears, saws, abrasive cutoff wheels, or torches. Remove any thermal oxidation using pickling paste. Do not field bend stainless steel without approval.

Use 16 gauge fully annealed stainless steel tie wire conforming to the material properties listed in 440.2.I. "Stainless Steel". Support all stainless steel on solid plastic, stainless steel, or epoxy coated steel chairs. Do not use uncoated carbon steel chairs in contact with stainless steel.

SPECIAL PROVISION

448---002 – City of Leon Valley

Structural Field Welding

For this project, Item 448, “Structural Field Welding,” 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 448.3 Equipment is voided and replaced by the following:

Provide electrode drying and storing ovens that can maintain the required temperatures specified in Section 448.4.C.1, “Electrode Condition.” Each oven must have a door that is sealed and can be latched. Each oven must have a small port that may be opened briefly to insert a thermometer or the oven must be equipped with a thermometer that allows for direct reading of temperature inside the oven without opening the oven. Provide equipment able to preheat and maintain the temperature of the base metal as required and as shown on the plans. Provide approved equipment, temperature indicator sticks, infrared thermometer, etc., for checking preheat and interpass temperatures at all times while welding is in progress. Provide welding equipment meeting the requirements of the approved welding procedure specifications (WPS), if required, and capable of making consistent high-quality welds.

Article 448.4.B.2.Certified Steel Structures Welder. The second bulleted item is voided and replaced by the following:

- Use metal for test plates that meets Item 442, “Metal for Structures,” with a minimum yield point of 36 ksi. The minimum width of test plate must be sufficient to accommodate the radiograph inspection of 6 continuous inches of the weld, not counting the ends of the weld.

Article 448.4.C.5. Welding Practice. The second paragraph is voided and replaced by the following:

Use the stringer-bead technique where possible for groove welds. In vertical welding passes, progress upward using a back-step sequence keeping the end of the low-hydrogen electrode contained within the molten metal and shield of flux, unless the electrode manufacturer’s specifications indicate otherwise

Article 448.4.C.7. Radiographic Inspection is supplemented by the following:

Meet the requirements specified in Section 441.3.B.5.a, “Radiographic Testing” for radiograph film quality.

SPECIAL PROVISION

500---011

Mobilization

For this project, Item 000, "Mobilization," 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 500.1. Description **is supplemented by the following:**

Work for this Item includes submissions required by the Contract.

Article 500.3. Payment, Section A is voided and replaced by the following:

A. Payment will be made upon presentation of a paid invoice for the payment or performance bonds and required insurance. The combined payment for bonds and insurance will be no more than 10% of the mobilization lump sum or 1% of the total Contract amount, whichever is less. However, payment will be made for the actual cost of the paid invoice when the combined payment for bonds and insurance exceeds 10% of the mobilization lump sum or 1% of the total Contract amount, whichever is less.

Article 500.3. Payment, Section F is voided and replaced by the following:

F. Upon final acceptance, 97% of the mobilization lump sum bid will be paid. Previous payments under this Item will be deducted from this amount.

Article 500.3. Payment **is supplemented by the following:**

G. Payment for the remainder of the lump sum bid for "Mobilization" will be made after all submittals are received, final quantities have been determined and when any separate vegetative establishment and maintenance, test and performance periods provided for in the Contract have been successfully completed.

SPECIAL PROVISION

502---033 – City of Leon Valley

Barricades, Signs, and Traffic Handling

For this project, 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 502.4. Payment, Section C. Maximum Total Payment Prior to Acceptance **is voided and replaced by the following:**

C. Maximum Total Payment Prior to Acceptance. The total payment for this Item will not exceed 10% of the total Contract amount before final acceptance in accordance with Article 5.8, “Final Acceptance.” The remaining balance will be paid in accordance with Section 502.4.E, “Balance Due.”

SPECIAL PROVISION

530---006---City of Leon Valley

Intersections, Driveways, and Turnouts

For this project, Item 530, "Intersections, Driveways, and Turnouts," 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 530.5. Payment. The first paragraph is voided and replaced by the following:

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Intersections," "Driveways," "Turnouts," "Intersections, Driveways, and Turnouts," or "Driveways and Turnouts" of the surface specified.

**SPECIAL PROVISION
TO
SPECIAL SPECIFICATION**

1122—001 – City of Leon Valley

Temporary Erosion, Sedimentation, and Environmental Controls

For this project, Special Specification Item 1122, “Temporary Erosion, Sedimentation, and Environmental Controls” 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 3.C. Training is supplemented by the following:

The Environmental Management System (EMS) eLearning Courses and Department’s EMS Policy Statement can be found at http://txdot.gov/business/ems_courses.htm. The following training has been developed in compliance with the Department’s EMS program.

All Contractor and subcontractor employee’s involved in the earthwork activities, small or large structures, storm water control measures, and seeding activities must complete the following training located at [to https://www.txdot.gov/inside-txdot/division/environmental/programs/ems-courses.html](https://www.txdot.gov/inside-txdot/division/environmental/programs/ems-courses.html). Training is provided by the Department at no cost to the Contractor and is valid for 3 years from the date of completion. The Engineer may require training at a frequency less than 3 years based on environmental needs.

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

The CRPe, alternate CRPe designated for emergencies, Contractor’s superintendent, and Contractor and subcontractor lead personnel involved in SWP3 activities must enroll and complete the training located at <http://www.dedtraining.com/>. Training is provided by a third party and is valid for 3 years from the date shown on the Certificate of Completion. Coordinate enrollment through the third party and pay associated fees for the following training:

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

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

SECTION Q

SPECIAL SPECIFICATIONS

SPECIAL SPECIFICATION

1000

Trail Signage

1. **Description.** Install trail signage as shown on the plans or as directed.
2. **Materials and Construction Methods.** Furnish materials and use construction methods in accordance with the plans.
3. **Measurement.** Signs installed will be measured by each sign.
4. **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 “Trail Signage” of the type specified.
 - A. **Installation.** This price is full compensation for furnishing and installing new signs and hardware; fabrication of signage panels; treatment of sign panels required before application of the background materials; application of the background materials and messages to the sign panels; furnishing and fabricating frames, wind beams, stiffeners, or required joint backing strips; furnishing bolts, rivets, screws, fasteners, clamps, brackets, and sign support connections; assembling and erecting the signs; preparing and cleaning the signs; and equipment, materials, labor, tools, and incidentals.

SPECIAL SPECIFICATION

1001

Roadway Sign

- 1. Description.** Provide and install roadway sign where indicated on plans.
- 2. Materials.** Roadway sign shall be 12"x18", 0.080 high intensity prismatic reflective aluminum, single sided. Background color shall be green. Border/text color shall be white.
- 3. Measurement.** This Item will be measured by each complete in place.
- 4. 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 "Roadway Sign". This price shall be full compensation for furnishing and placing roadway sign and for all labor, tools, equipment and incidentals necessary to complete the work.

SPECIAL SPECIFICATION

1002

Trailhead Sign

- 1. Description.** Provide and install trailhead sign where indicated on plans.
- 2. Materials.** Trailhead sign shall be 8' height (min.) x 24" width x 12" thick limestone with Corten steel logo panel, park name lettering and digital high pressure laminate sign. Limestone sample and artwork to be approved by owner prior to construction.
- 3. Measurement.** This Item will be measured by each complete in place.
- 4. 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 "Trailhead Sign". This price shall be full compensation for furnishing and placing trailhead sign and for all labor, tools, equipment and incidentals necessary to complete the work.

SPECIAL SPECIFICATION

1003

Trail Medallion

- 1. Description.** Provide and install trail medallion where indicated on plans.
- 2. Materials.** Trail medallion shall be 2" thick x 24" diameter cast bronze plaque with black leather textured background and 5/8" raised lettering. Available from The Southwell Co. or approved equal.
- 3. Measurement.** This Item will be measured by each complete in place.
- 4. 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 "Trail Medallion". This price shall be full compensation for furnishing and placing trail medallion and for all labor, tools, equipment and incidentals necessary to complete the work.

SPECIAL SPECIFICATION

1004

1/4 Mile Marker

- 1. Description.** Provide and install 1/4 mile marker where indicated on plans.
- 2. Materials.** 1/4 mile marker shall be 8” square galvanized steel tube with four (4) digital high pressure laminate trail signs. Contact Landscape Architect for trail signage.
- 3. Measurement.** This Item will be measured by each complete in place.
- 4. 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 "1/4 Mile Marker". This price shall be full compensation for furnishing and placing 1/4 mile marker and for all labor, tools, equipment and incidentals necessary to complete the work.

SPECIAL SPECIFICATION

1005

Creek Crossing Marker

- 1. Description.** Provide and install creek crossing marker where indicated on plans.
- 2. Materials.** Creek crossing marker shall be 12” square galvanized steel tube with two (2) digital high pressure laminate trail signs. Contact Landscape Architect for trail signage.
- 3. Measurement.** This Item will be measured by each complete in place.
- 4. 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 "Creek Crossing Marker". This price shall be full compensation for furnishing and placing creek crossing marker and for all labor, tools, equipment and incidentals necessary to complete the work.

SPECIAL SPECIFICATION

1006

Kiosk

- 1. Description.** Provide and install kiosk where indicated on plans.
- 2. Materials.** Kiosk shall be 40" wide x 60" height x 6" depth limestone boulder with one digital high pressure laminate signage panel. Contact Landscape Architect for signage panel graphic.
- 3. Measurement.** This Item will be measured by each complete in place.
- 4. 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 "Kiosk". This price shall be full compensation for furnishing and placing kiosk and for all labor, tools, equipment and incidentals necessary to complete the work.

SPECIAL SPECIFICATION

1020

Tree Protection in Construction Areas

1. **Description.** Protect and assure the continued good health of existing trees identified on the plans or directed by the Engineer as “to be preserved and/or protected”. Provide, install, maintain and remove upon completion of work, protective fences and tree armor. Provide mulch as indicated on the plans or as directed by the Engineer. Provide irrigation, wound painting, pruning, and other maintenance as needed on the project.

Protect all trees in the construction area identified to be retained in place as shown on the plans or as directed by the Engineer.

Protect all trees before any heavy equipment is allowed on the site and maintain protections in place for the duration of the project.

2. **Materials.** All materials shall meet the applicable requirements indicated below for the specified type of protection.

- (1) Protective Fence. Furnish construction fence as shown on the plans or approved by the Engineer.

- (2) Tree Armor. Furnish tree armor as shown on the plans or approved by the Engineer.

- (3) Mulch. Furnish mulch as shown on the plans or approved by the Engineer.

3. **Construction Methods.** Conduct all construction activities in such a manner as to protect all trees identified in the plans for preservation and/or protection.

4. **Measurement.** Tree protection in construction areas will be measured by the methods as follows and as shown on the plans.

“Tree Protection” will be measured by each tree and include tree armor, pruning, and wound painting.

“Tree Protection (Protect Fence) (Plastic)” will be measured by the linear foot of protective fence measured at the bottom of the fabric along the fence from center to center of end posts complete in place.

“Tree Protection (Mulch)” will be measured by the square yard of mulch complete in place at the depth shown on the plans.

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 “Tree Protection”, “Tree Protection (Protect Fence) (Plastic)”, “Tree Protection (Mulch)”. This price shall be full compensation for all manipulations, labor, equipment, materials, accessories, and incidentals necessary to complete the work.

SPECIAL SPECIFICATION

1122

Temporary Erosion, Sedimentation, and Environmental Controls

- 1. Description.** Install, maintain, and remove erosion, sedimentation, and environmental control measures to prevent or reduce the discharge of pollutants in accordance with the Storm Water Pollution Prevention Plan (SWP3) as provided in the plans and the Texas Pollutant Discharge Elimination System (TPDES) General Permit TXR150000. Control measures are defined as Best Management Practices used to prevent or reduce the discharge of pollutants. Control measures include but are not limited to rock filter dams, temporary pipe slope drains, temporary paved flumes, construction exits, earthwork for erosion control, pipe, construction perimeter fence, sandbags, temporary sediment control fence, biodegradable erosion control logs, vertical tracking, temporary or permanent seeding, and other measures. Perform work in a manner to prevent degradation of receiving waters, facilitate project construction, and comply with applicable federal, state, and local regulations. Ensure the installation and maintenance of control measures is performed in accordance with the manufacturer's or designer's specifications.

By signing the Contractor Certification of Compliance, the Contractor certifies they have read and understand the requirements applicable to this project pertaining to the SWP3, the plans, and the TPDES General Permit TXR150000. The Contractor is responsible for any penalties associated with non-performance of installation or maintenance activities required for compliance. Provide the Contractor Certification of Compliance to the Engineer prior to performing earthwork operations. The most current version of the Contractor Certification of Compliance can be found at:

<http://www.txdot.gov/inside-txdot/division/environmental/ems-courses.html>.

A sample of the language has been attached to this specification. Ensure the most current version of the certificate is executed for this project.

- 2. Materials.** Furnish materials in accordance with the following:

- Item 161, "Compost"
- Item 432, "Riprap"
- Item 556, "Pipe Underdrains"

A. Rock Filter Dams.

- 1. Aggregate.** Furnish aggregate with hardness, durability, cleanliness, and resistance to crumbling, flaking, and eroding acceptable to the Engineer. Provide the following:
 - **Types 1, 2, and 4 Rock Filter Dams.** Use 3 to 6 in. aggregate.
 - **Type 3 Rock Filter Dams.** Use 4 to 8 in. aggregate.
- 2. Wire.** Provide minimum 20 gauge galvanized wire for the steel wire mesh and tie wires for Types 2 and 3 rock filter dams. Type 4 dams require:

- A double-twisted, hexagonal weave with a nominal mesh opening of 2-1/2 in. x 3-1/4 in.;
- Minimum 0.0866 in. steel wire for netting;
- Minimum 0.1063 in. steel wire for selvages and corners; and minimum 0.0866 in. for binding or tie wire.

3. Sandbag Material. Furnish sandbags meeting “Sandbags for Erosion Control,” except that any gradation of aggregate may be used to fill the sandbags.

B. Temporary Pipe Slope Drains. Provide corrugated metal pipe, polyvinyl chloride (PVC) pipe, flexible tubing, watertight connection bands, grommet materials, prefabricated fittings, and flared entrance sections that conform to the plans. Recycled and other materials meeting these requirements are allowed if approved.

Furnish concrete in accordance with Item 432, “Riprap.”

C. Temporary Paved Flumes. Furnish asphalt concrete, hydraulic cement concrete, or other comparable non-erodible material that conforms to the plans. Provide rock or rubble with a minimum diameter of 6 in. and a maximum volume of 1/2 cu. ft. for the construction of energy dissipaters.

D. Construction Exits. Provide materials that meet the details shown on the plans and this Section.

1. Rock Construction Exit. Provide crushed aggregate for long and short-term construction exits. Furnish aggregates that are clean, hard, durable, and free from adherent coatings such as salt, alkali, dirt, clay, loam, shale, soft or flaky materials and organic and injurious matter. Use 4- to 8-in. aggregate for Type 1 and 2- to 4-in. aggregate for Type 3.

2. Timber Construction Exit. Furnish No. 2 quality or better railroad ties and timbers for long-term construction exits, free of large and loose knots and treated to control rot. Fasten timbers with nuts and bolts or lag bolts, of at least 1/2 in. diameter, unless otherwise shown on the plans or allowed. For short-term exits, provide plywood or pressed wafer board at least 1/2 in. thick.

3. Foundation Course. Provide a foundation course consisting of flexible base, bituminous concrete, hydraulic cement concrete, or other materials as shown on the plans or directed.

E. Embankment for Erosion Control. Provide rock, loam, clay, topsoil, or other earth materials that will form a stable embankment to meet the intended use.

F. Pipe. Provide pipe outlet material in accordance with Item 556, “Pipe Underdrains,” and details shown on the plans.

G. Construction Perimeter Fence.

1. **Posts.** Provide essentially straight wood or steel posts that are at least 60 in. long. Furnish soft wood posts with a minimum diameter of 3 in. or use 2 x 4 boards. Furnish hardwood posts with a minimum cross-section of 1-1/2 x 1-1/5 in. Furnish T- or L-shaped steel posts with a minimum weight of 1.3 lb. per foot.
2. **Fence.** Provide orange construction fencing as approved by the Engineer.
3. **Fence Wire.** Provide 12-1/2 gauge or larger galvanized smooth or twisted wire. Provide 16 gauge or larger tie wire.
4. **Flagging.** Provide brightly-colored flagging that is fade-resistant and at least 3/4 in. wide to provide maximum visibility both day and night.
5. **Staples.** Provide staples with a crown at least 1/2 in. wide and legs at least 1/2 in. long.
6. **Used Materials.** Previously used materials meeting the applicable requirements may be used if accepted by the Engineer.

H. Sandbags. Provide sandbag material of polypropylene, polyethylene, or polyamide woven fabric with a minimum unit weight of 4 oz. per square yard, a Mullen burst-strength exceeding 300 psi, and an ultraviolet stability exceeding 70%.

Use natural coarse sand or manufactured sand meeting the gradation given in Table 1 to fill sandbags. Filled sandbags must be 24 to 30 in. long, 16 to 18 in. wide, and 6 to 8 in. thick.

**Table 1
Sand Gradation**

Sieve #	Retained (% by Weight)
4	MAXIMUM 3%
100	MINIMUM 80%
200	MINIMUM 95%

Aggregate may be used in lieu of sand for situations where sandbags are not adjacent to traffic. The aggregate size shall not exceed 3/8 in.

I. Temporary Sediment Control Fence. Provide a net-reinforced fence using woven geotextile fabric. Logos visible to the traveling public will not be allowed.

1. **Fabric.** Provide fabric materials in accordance with DMS-6230, "Temporary Sediment Control Fence Fabric."
2. **Posts.** Provide essentially straight wood or steel posts with a minimum length of 48 in., unless otherwise shown on the plans. Soft wood posts must be at least 3 in. in diameter or nominal 2 x 4in. Hardwood posts must have a minimum cross-section of 1-1/2 x 1-1/2 in. T- or L-shaped steel posts must have a minimum weight of 1.3 lb. per foot.

3. **Net Reinforcement.** Provide net reinforcement of at least 12-1/2 gauge galvanized welded wire mesh, with a maximum opening size of 2 x 4 in., at least 24 in. wide, unless otherwise shown on the plans.
4. **Staples.** Provide staples with a crown at least 3/4 in. wide and legs 1/2 in. long.
5. **Used Materials.** Use recycled material meeting the applicable requirements if accepted by the Engineer.

J. Biodegradable Erosion Control Logs.

1. **Core Material.** Furnish core material that is biodegradable or recyclable. Except where specifically called out in plans, material may be compost, mulch, aspen excelsior wood fibers, chipped site vegetation, agricultural rice or wheat straw, coconut fiber, 100% recyclable fibers, or any other acceptable material. No more than 5% of the material is permitted to escape from the containment mesh. Furnish compost meeting the requirements of Item 161, "Compost."
2. **Containment Mesh.** Furnish containment mesh that is 100% biodegradable, photodegradable or recyclable such as burlap, twine, UV photodegradable plastic, polyester, or any other acceptable material.
 - a. Furnish biodegradable or photodegradable containment mesh when log will remain in place as part of a vegetative system.
 - b. Furnish recyclable containment mesh for temporary installations.
3. **Size.** Furnish biodegradable erosion control logs with diameters shown on the plans or as directed. Stuff containment mesh densely so logs do not deform.

3. Qualifications, Training, and Employee Requirements.

- A. Contractor Responsible Person Environmental (CRPe) Qualifications and Responsibilities.** Provide and designate in writing at the preconstruction conference a CRPe who has overall responsibility for the storm water management program. The CRPe will identify and implement storm water and erosion control practices; will oversee and observe storm water control measure monitoring and management; will monitor the project site daily to ensure compliance with the SWP3 and TPDES General Permit TXR150000; and will document daily monitoring reports and provide the reports to the Department within 48 hours. The CRPe will provide recommendations to the Engineer on how to improve the effectiveness of control measures. Attend the Department's preconstruction conference for the project. Administer the training identified in Article 3.C. *Training*. Document and submit a list to the Engineer of employees who have completed the training. The list should include the employee's name, the training course name, and date the employee completed the training. Provide the most current list to the Engineer at the preconstruction conference or prior to earth disturbing activities. Maintain the list as needed and make available for inspection.

- B. Contractor Superintendent Qualifications and Responsibilities.** Provide a superintendent that is competent and has experience with and knowledge of storm water management and is knowledgeable of the requirements and the conditions of the TPDES General Permit TXR150000. The superintendent is responsible for managing and overseeing the day to day operations and activities at the project site; working with the CRPe to provide effective storm water management at the project site; representing and acting on-behalf of the Contractor; and attending the Department's preconstruction conference for the project.
- C. Training.** All Contractor and subcontractor employees directly involved in the earthwork activities, small or large structures, storm water control measures, and seeding activities are required to complete the training identified by the Department prior to working in the right of way. Training may take place at a location at the discretion of the Contractor.
- 4. Construction.**
- A. Contractor Responsibilities.** Implement the SWP3 for the project site in accordance with in accordance with the plans and specifications, TPDES General Permit TXR150000, and as directed by the Engineer. Coordinate storm water management with all other work on the project. Develop and implement an SWP3 for project-specific material supply plants within and outside of the Department's right of way in accordance with the specific or general storm water permit requirements. Prevent water pollution from storm water associated with construction activity from entering any surface water or private property on or adjacent to the project site.
- B. Implementation.** The CRPe, or an alternate, must be accessible by phone and able to respond to storm water management emergencies 24 hours per day.
- 1. Commencement.** Implement the SWP3 as shown and as directed. Contractor proposed recommendations for changes will be allowed as approved. Conform to the established guidelines in the TPDES General Permit TXR150000 to make changes. Do not implement changes until approval has been received and changes have been incorporated into the plans by the Engineer. Minor adjustments to meet field conditions are allowed and will be recorded by the Engineer in the SWP3.
- 2. Phasing.** Implement control measures prior to the commencement of activities that result in soil disturbance. Phase and minimize the soil disturbance to the areas shown on the plans. Coordinate temporary control measures with permanent control measures and all other work activities on the project to assure economical, effective, safe, continuous water pollution prevention. Provide control measures that are appropriate to the construction means, methods, and sequencing allowed by the Contract. Exercise precaution throughout the life of the project to prevent pollution of ground waters and surface waters. Schedule and perform clearing and grubbing operations so that stabilization measures will follow immediately thereafter if project conditions permit. Bring all grading sections to final grade as soon as possible and implement temporary and permanent control measures at the earliest time possible. Implement temporary control measures when required by the TPDES General Permit TXR150000 or otherwise necessitated by project conditions.

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

C. General.

1. **Temporary Alterations or Control Measure Removal.** Altering or removal of control measures is allowed when control measures are restored within the same working day.
 2. **Stabilization.** Initiate stabilization for disturbed areas no more than 14 days after the construction activities in that portion of the site has temporarily or permanently ceased. Establish a uniform vegetative cover or utilize another stabilization practice in accordance with the TPDES General Permit TXR150000.
 3. **Finished Work.** Upon the Engineer's acceptance of vegetative cover or other stabilization practice, remove and dispose of all temporary control measures unless otherwise directed. Complete soil disturbing activities and establish a uniform perennial vegetative cover. A project will not be considered for acceptance until a vegetative cover of 70% density of existing adjacent undisturbed areas is obtained or equivalent permanent stabilization is obtained in accordance with the TPDES General Permit TXR150000. An exception will be allowed in arid areas as defined in the TPDES General Permit TXR150000.
 4. **Restricted Activities and Required Precautions.** Do not discharge onto the ground or surface waters any pollutants such as chemicals, raw sewage, fuels, lubricants, coolants, hydraulic fluids, bitumens, or any other petroleum product. Operate and maintain equipment on site in a manner as to prevent actual or potential water pollution. Manage, control, and dispose of litter on site such that no adverse impacts to water quality occur. Prevent dust from creating a potential or actual unsafe condition, public nuisance, or condition endangering the value, utility, or appearance of any property. Wash out concrete trucks only as described in the TPDES General Permit TXR150000. Utilize appropriate controls to minimize the offsite transport of suspended sediments and other pollutants if it is necessary to pump or channel standing water (i.e. dewatering). Prevent discharges that would contribute to a violation of Edwards Aquifer Rules, water quality standards, the impairment of a listed water body, or other state or federal law.
- D. Installation, Maintenance, and Removal Work.** Perform work in accordance with the SWP3, according to manufacturers' guidelines, and in accordance with the TPDES General Permit TXR150000. Install and maintain the integrity of temporary erosion and sedimentation control devices to accumulate silt and debris until earthwork construction and permanent erosion control features are in place or the disturbed area has been adequately stabilized as determined by the Engineer.

The Department will inspect and document the condition of the control measures at the frequency shown on the plans and will provide the Construction SWP3 Field Inspection and Maintenance Reports to the Contractor. Make corrections as soon as possible before the next anticipated rain event or within 7 calendar days after being able to enter the work site for each control measure.

The only acceptable reason for not accomplishing the corrections with the time frame specified is when site conditions are "Too Wet to Work". If a correction is deemed critical by the Engineer, immediate action is required. When corrections are not made within the established time frame, all work will cease on the project and time charges will continue while the control measures are brought into compliance. Once the Engineer reviews and documents the project is in compliance, work may commence. Commencing work does not release the contractor of the liability for noncompliance of the SWP3, plans, or TPDES General Permit TXR150000.

The Engineer may limit the disturbed area if in the opinion of the Engineer the Contractor cannot control soil erosion and sedimentation resulting from the Contractor's operations. Implement additional controls as directed.

Remove devices upon approval or as directed. Upon removal, finish-grade and dress the area. Stabilize disturbed areas in accordance with the permit, and as shown on the plans or directed. The Contractor retains ownership of stockpiled material and must remove it from the project when new installations or replacements are no longer required.

1. **Rock Filter Dams for Erosion Control.** Remove trees, brush, stumps, and other objectionable material that may interfere with the construction of rock filter dams. Place sandbags as a foundation when required or at the Contractor's option.

For Types 1, 2, 3, and 5, place the aggregate to the lines, height, and slopes specified, without undue voids. For Types 2 and 3, place the aggregate on the mesh and then fold the mesh at the upstream side over the aggregate and secure it to itself on the downstream side with wire ties, or hog rings, or as directed. Place rock filter dams perpendicular to the flow of the stream or channel unless otherwise directed. Construct filter dams according to the following criteria, unless otherwise shown on the plans:

- a. **Type 1 (Non-reinforced).**

- (1) **Height.** At least 18 in. measured vertically from existing ground to top of filter dam.
- (2) **Top Width.** At least 2 ft.
- (3) **Slopes.** At most 2:1.

- b. **Type 2 (Reinforced).**

- (1) **Height.** At least 18 in. measured vertically from existing ground to top of filter dam.
- (2) **Top Width.** At least 2 ft.
- (3) **Slopes.** At most 2:1.

c. Type 3 (Reinforced).

(1) **Height.** At least 36 in. measured vertically from existing ground to top of filter dam.

(2) **Top Width.** At least 2 ft.

(3) **Slopes.** At most 2:1.

d. Type 4 (Sack Gabions). Unfold sack gabions and smooth out kinks and bends. For vertical filling, connect the sides by lacing in a single loop–double loop pattern on 4- to 5-in. spacing. At one end, pull the end lacing rod until tight, wrap around the end, and twist 4 times. At the filling end, fill with stone, pull the rod tight, cut the wire with approximately 6 in. remaining, and twist wires 4 times.

For horizontal filling, place sack flat in a filling trough, fill with stone, and connect sides and secure ends as described above.

Lift and place without damaging the gabion. Shape sack gabions to existing contours.

e. Type 5. Provide rock filter dams as shown on the plans.

- 2. Temporary Pipe Slope Drains.** Install pipe with a slope as shown on the plans or as directed. Construct embankment for the drainage system in 8-in. lifts to the required elevations. Hand-tamp the soil around and under the entrance section to the top of the embankment as shown on the plans or as directed. Form the top of the embankment or earth dike over the pipe slope drain at least 1 ft. higher than the top of the inlet pipe at all points. Secure the pipe with hold-downs or hold-down grommets spaced a maximum of 10 ft. on center. Construct the energy dissipaters or sediment traps as shown on the plans or as directed. Construct the sediment trap using concrete or rubble riprap in accordance with Item 432, "Riprap," when designated on the plans.
- 3. Temporary Paved Flumes.** Construct paved flumes as shown on the plans or as directed. Provide excavation and embankment (including compaction of the subgrade) of material to the dimensions shown on the plans, unless otherwise indicated. Install a rock or rubble riprap energy dissipater, constructed from the materials specified above to a minimum depth of 9 in. at the flume outlet to the limits shown on the plans or as directed.
- 4. Construction Exits.** When tracking conditions exist, prevent traffic from crossing or exiting the construction site or moving directly onto a public roadway, alley, sidewalk, parking area, or other right of way areas other than at the location of construction exits. Construct exits for either long or short-term use.
 - a. Long-Term.** Place the exit over a foundation course, if necessary. Grade the foundation course or compacted subgrade to direct runoff from the construction exits to a sediment trap as shown on the plans or as directed. Construct exits with a

width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed.

(1) **Type 1.** Construct to a depth of at least 8 in. using crushed aggregate as shown on the plans or as directed.

(2) **Type 2.** Construct using railroad ties and timbers as shown on the plans or as directed.

b. Short-Term.

(1) **Type 3.** Construct using crushed aggregate, plywood, or wafer board. This type of exit may be used for daily operations where long-term exits are not practical.

(2) **Type 4.** Construct as shown on the plans or as directed.

5. **Earthwork for Erosion Control.** Perform excavation and embankment operations to minimize erosion and to remove collected sediments from other erosion control devices.

a. Excavation and Embankment for Erosion Control Features. Place earth dikes, swales, or combinations of both along the low crown of daily lift placement, or as directed, to prevent runoff spillover. Place swales and dikes at other locations as shown on the plans or as directed to prevent runoff spillover or to divert runoff. Construct cuts with the low end blocked with undisturbed earth to prevent erosion of hillsides. Construct sediment traps at drainage structures in conjunction with other erosion control measures as shown on the plans or as directed.

Where required, create a sediment basin providing 3,600 cu. ft. of storage per acre drained, or equivalent control measures for drainage locations that serve an area with 10 or more disturbed acres at one time, not including offsite areas.

b. Excavation of Sediment and Debris. Remove sediment and debris when accumulation affects the performance of the devices, after a rain, and when directed.

6. **Construction Perimeter Fence.** Construct, align, and locate fencing as shown on the plans or as directed.

a. Installation of Posts. Embed posts 18 in. deep or adequately anchor in rock, with a spacing of 8 to 10 ft.

b. Wire Attachment. Attach the top wire to the posts at least 3 ft. from the ground. Attach the lower wire midway between the ground and the top wire.

c. Flag Attachment. Attach flagging to both wire strands midway between each post. Use flagging at least 18 in. long. Tie flagging to the wire using a square knot.

7. **Sandbags for Erosion Control.** Construct a berm or dam of sandbags that will intercept sediment-laden storm water runoff from disturbed areas, create a retention pond, detain

sediment, and release water in sheet flow. Fill each bag with sand so that at least the top 6 in. of the bag is unfilled to allow for proper tying of the open end. Place the sandbags with their tied ends in the same direction. Offset subsequent rows of sandbags 1/2 the length of the preceding row. Place a single layer of sandbags downstream as a secondary debris trap. Place additional sandbags as necessary or as directed for supplementary support to berms or dams of sandbags or earth.

- 8. Temporary Sediment-Control Fence.** Provide temporary sediment-control fence near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the fence into erosion-control measures used to control sediment in areas of higher flow. Install the fence as shown on the plans, as specified in this Section, or as directed.
 - a. Installation of Posts.** Embed posts at least 18 in. deep, or adequately anchor, if in rock, with a spacing of 6 to 8 ft. and install on a slight angle toward the run-off source.
 - b. Fabric Anchoring.** Dig trenches along the uphill side of the fence to anchor 6 to 8 in. of fabric. Provide a minimum trench cross-section of 6 x 6 in. Place the fabric against the side of the trench and align approximately 2 in of fabric along the bottom in the upstream direction. Backfill the trench, then hand-tamp.
 - c. Fabric and Net Reinforcement Attachment.** Unless otherwise shown under the plans, attach the reinforcement to wooden posts with staples, or to steel posts with T-clips, in at least 4 places equally spaced. Sewn vertical pockets may be used to attach reinforcement to end posts. Fasten the fabric to the top strand of reinforcement by hog rings or cord every 15 in. or less.
 - d. Fabric and Net Splices.** Locate splices at a fence post with a minimum lap of 6 in. attached in at least 6 places equally spaced, unless otherwise shown under the plans. Do not locate splices in concentrated flow areas.

Requirements for installation of used temporary sediment-control fence include the following:

- fabric with minimal or no visible signs of biodegradation (weak fibers),
- fabric without excessive patching (more than 1 patch every 15 to 20 ft.),
- posts without bends, and
- backing without holes.

- 9. Biodegradable Erosion Control Logs.** Install biodegradable erosion control logs near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the biodegradable erosion control logs into the erosion measures used to control sediment in areas of higher flow. Install, align and locate the biodegradable erosion control logs as specified below, as shown in plans or as directed.

Secure biodegradable erosion control logs in a method adequate to prevent displacement as a result of normal rain events, prevent damage to the logs, and to the satisfaction of the Engineer such that flow is not allowed under the logs. Temporarily removing and replacing biodegradable erosion logs as to facilitate daily work is allowed at the Contractor's expense.

10. Vertical Tracking. Perform vertical tracking on slopes to temporarily stabilize soil. Provide equipment with a track undercarriage capable of producing a linear soil impression measuring a minimum of 12 inches in length by 2 to 4 inches in width by 1/2 to 2 inches in depth. Do not exceed 12 inches between track impressions. Install continuous linear track impressions where the 12 inch length impressions are perpendicular to the slope.

E. Monitoring and Documentation. Monitor the control measures on a daily basis. Monitoring will consist of, but is not limited to, observing, inspecting, and documenting site locations with control measures and discharge points to provide maintenance and inspection of controls as described in the SWP3. Keep written records of daily monitoring. Document in the daily monitoring report the control measure condition, the date of inspection, required corrective actions, responsible person for making the corrections, and the date corrective actions were completed. Maintain records of all monitoring reports at the project site or at a place approved by the Engineer. Provide copies to the Engineer. Together, the CRPe and an Engineer's representative will complete the Construction Stage Gate Checklist on a periodic basis as determined by the Engineer.

5. Measurement.

A. Rock Filter Dams. Installation or removal of rock filter dams will be measured by the foot or by the cubic yard. The measured volume will include sandbags, when used.

1. Linear Measurement. When rock filter dams are measured by the foot, measurement will be along the centerline of the top of the dam.

2. Volume Measurement. When rock filter dams are measured by the cubic yard, measurement will be based on the volume of rock computed by the method of average end areas.

a. Installation. Measurement will be made in final position.

b. Removal. Measurement will be made at the point of removal.

B. Temporary Pipe Slope Drains. Temporary pipe slope drains will be measured by the foot.

C. Temporary Paved Flumes. Temporary paved flumes will be measured by the square yard of surface area. The measured area will include the energy dissipater at the flume outlet.

D. Construction Exits. Construction exits will be measured by the square yard of surface area.

E. Earthwork for Erosion and Sediment Control.

1. Equipment and Labor Measurement. Equipment and labor used will be measured by the actual number of hours the equipment is operated and the labor is engaged in the work.

2. Volume Measurement.

a. In Place.

(1) Excavation. Excavation will be measured by the cubic yard in its original position and the volume computed by the method of average end areas.

(2) Embankment. Embankment will be measured by the cubic yard in its final position by the method of average end areas. The volume of embankment will be determined between:

- the original ground surfaces or the surface upon that the embankment is to be constructed for the feature and
- the lines, grades and slopes of the accepted embankment for the feature.

b. In Vehicles. Excavation and embankment quantities will be combined and paid for under “Earthwork (Erosion and Sediment Control, In Vehicle).” Excavation will be measured by the cubic yard in vehicles at the point of removal. Embankment will be measured by the cubic yard in vehicles measured at the point of delivery. Shrinkage or swelling factors will not be considered in determining the calculated quantities.

F. Construction Perimeter Fence. Construction perimeter fence will be measured by the foot.

G. Sandbags for Erosion Control. Sandbags will be measured as each sandbag or by the foot along the top of sandbag berms or dams.

H. Temporary Sediment-Control Fence. Installation or removal of temporary sediment-control fence will be measured by the foot.

I. Biodegradable Erosion Control Logs. Installation or removal of biodegradable erosion control logs will be measured by the linear foot along the centerline of the top of the control logs.

J. Vertical Tracking. Vertical tracking will not be measured or paid for directly but is considered subsidiary to this Item.

6. Payment. The following will not be paid for directly but are subsidiary to pertinent Items:

- erosion-control measures for Contractor project-specific locations (PSLs) inside and outside the right of way (such as construction and haul roads, field offices, equipment and supply areas, plants, and material sources);

- removal of litter; unless a separate pay item is shown in the plans.
- repair to devices and features damaged by Contractor operations;
- added measures and maintenance needed due to negligence, carelessness, lack of maintenance, and failure to install permanent controls;
- removal and reinstallation of devices and features needed for the convenience of the Contractor;
- finish grading and dressing upon removal of the device; and
- minor adjustments including but not limited to plumbing posts, reattaching fabric, minor grading to maintain slopes on an erosion embankment feature, or moving small numbers of sandbags.

Stabilization of disturbed areas will be paid for under pertinent Items.

Furnishing and installing pipe for outfalls associated with sediment traps and ponds will not be paid for directly but is subsidiary to the excavation and embankment under this Item.

A. Rock Filter Dams. 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 as follows:

- 1. Installation.** Installation will be paid for as “Rock Filter Dams (Install)” of the type specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.
- 2. Removal.** Removal will be paid for as “Rock Filter Dams (Remove).” This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

When the Engineer directs that the rock filter dam installation or portions thereof be replaced, payment will be made at the unit price bid for “Rock Filter Dams (Remove)” and for “Rock Filter Dams (Install)” of the type specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

B. Temporary Pipe Slope Drains. 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 “Temporary Pipe Slope Drains” of the size specified. This price is full compensation for furnishing materials, removal and disposal, furnishing and operating equipment, labor, tools, and incidentals.

Removal of temporary pipe slope drains will not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the pipe slope drain installation or portions thereof be replaced, payment will be made at the unit price bid for “Temporary Pipe Slope Drains” of the size specified, which is full compensation for the removal and reinstallation of the pipe drain.

Earthwork required for the pipe slope drain installation, including construction of the sediment trap, will be measured and paid for under “Earthwork for Erosion and Sediment Control.”

Riprap concrete or stone, when used as an energy dissipater or as a stabilized sediment trap, will be measured and paid for in accordance with Item 432, “Riprap.”

- C. Temporary Paved Flumes.** 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 “Temporary Paved Flume (Install)” or “Temporary Paved Flume (Remove).” This price is full compensation for furnishing and placing materials, removal and disposal, equipment, labor, tools, and incidentals.

When the Engineer directs that the paved flume installation or portions thereof be replaced, payment will be made at the unit prices bid for “Temporary Paved Flume (Remove)” and “Temporary Paved Flume (Install).” These prices are full compensation for the removal and replacement of the paved flume and for equipment, labor, tools, and incidentals.

Earthwork required for the paved flume installation, including construction of a sediment trap, will be measured and paid for under “Earthwork for Erosion and Sediment Control.”

- D. Construction Exits.** Contractor-required construction exits from off right of way locations or on-right of way PSLs will not be paid for directly but are subsidiary to pertinent Items.

The work performed and materials furnished in accordance with this Item and measured as provided under “Measurement” for construction exits needed on right of way access to work areas required by the Department will be paid for at the unit price bid for “Construction Exits (Install)” of the type specified or “Construction Exits (Remove).” This price is full compensation for furnishing and placing materials, excavating, removal and disposal, cleaning vehicles, labor, tools, and incidentals.

When the Engineer directs that a construction exit or portion thereof be removed and replaced, payment will be made at the unit prices bid for “Construction Exit (Remove)” and “Construction Exit (Install)” of the type specified. These prices are full compensation for the removal and replacement of the construction exit and for equipment, labor, tools, and incidentals.

Construction of sediment traps used in conjunction with the construction exit will be measured and paid for under “Earthwork for Erosion and Sediment Control.”

- E. Earthwork for Erosion and Sediment Control.**

- 1. Initial Earthwork for Erosion and Sediment Control.** 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 “Excavation (Erosion and Sediment Control, In Place)”, “Embankment (Erosion and Sediment Control, In Place)”, “Excavation (Erosion and Sediment Control, In Vehicle)”, “Embankment (Erosion and

Sediment Control, In Vehicle)”, or “Earthwork (Erosion and Sediment Control, In Vehicle)”.

This price is full compensation for excavation and embankment including hauling, disposal of material not used elsewhere on the project; embankments including furnishing material from approved sources and construction of erosion-control features; equipment, labor; tools, and incidentals.

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

- 2. Maintenance Earthwork for Erosion and Sediment Control for Cleaning and/or Restoring Control Measures.** The work performed and materials furnished in accordance with this Item and measured as provided under “Measurement” will be paid for by a Contractor Force Account Item.

This price is full compensation for excavation, embankment, and re-grading including removal of accumulated sediment in various erosion control installations as directed, hauling, and disposal of material not used elsewhere on the project; excavation for construction of erosion-control features; embankments including furnishing material from approved sources and construction of erosion-control features; and equipment, labor; tools, and incidentals.

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

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

- F. Construction Perimeter Fence.** 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 “Construction Perimeter Fence.” This price is full compensation for furnishing and placing the fence; digging, fence posts, wire, and flagging; removal and disposal; and materials, equipment, labor, tools, and incidentals.

Removal of construction perimeter fence will be not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the perimeter fence installation or portions thereof be removed and replaced, payment will be made at the unit price bid for “Construction Perimeter Fence,” which is full compensation for the removal and reinstallation of the construction perimeter fence.

- G. Sandbags for Erosion Control.** Sandbags will be paid for at the unit price bid for “Sandbags for Erosion Control” (of the height specified when measurement is by the foot). This price is full compensation for materials, placing sandbags, removal and disposal, equipment, labor, tools, and incidentals.

Removal of sandbags will not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the sandbag installation or portions thereof be replaced,

payment will be made at the unit price bid for “Sandbags for Erosion Control,” which is full compensation for the reinstallation of the sandbags.

H. Temporary Sediment-Control Fence. 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 as follows:

- 1. Installation.** Installation will be paid for as “Temporary Sediment-Control Fence (Install).” This price is full compensation for furnishing and operating equipment finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.
- 2. Removal.** Removal will be paid for as “Temporary Sediment-Control Fence (Remove).” This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

I. Biodegradable Erosion Control Logs. 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 as follows:

- 1. Installation.** Installation will be paid for as “Biodegradable Erosion Control Logs (Install)” of the size specified. This price is full compensation for furnishing and operating equipment finish backfill and grading, staking, proper disposal, labor, materials, tools, and incidentals.
- 2. Removal.** Removal will be paid for as “Biodegradable Erosion Control Logs (Remove).” This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

J. Vertical Tracking. Vertical tracking will not be measured or paid for directly but is considered subsidiary to this Item.

CONTRACTOR CERTIFICATION OF COMPLIANCE
WITH STORM WATER REQUIREMENTS

I, _____ certify that I am the duly appointed representative of the Contractor with authority to make this Contractor certification. I have read and understand the requirements applicable to this project pertaining to storm water discharge authorization under Texas Pollutant Discharge Elimination System (TPDES) General Permit (GP) TXR150000. The Contractor agrees to comply with the terms of the permit that are expressly stated in the contract documents as being the responsibility of the Contractor. I have read and understand the Storm Water Pollution Prevention Plan (SWP3) developed by the Department for this project. The Contractor agrees it will be implemented prior to construction according to permit requirements and the contract documents. I understand that failure to comply with the terms of the permit that are expressly stated in the contract documents, plans, and specifications as being the responsibility of the Contractor may result in civil penalties.

The Contractor acknowledges its responsibility to satisfy the following requirements:

- Implement the SWP3 for the project in accordance with the plans and specifications and the TPDES GP TXR150000.
- Install and maintain control measures on the project in accordance with the manufacturer's or designer's specifications.
- Collaborate with the Department for joint monitoring of best management practices (BMPs) on a regular basis to verify that BMPs are performing as intended in accordance with the plans and specifications and with TPDES GP TXR150000.
- Collaborate with the Department for joint identification of BMP maintenance needs and carry out such maintenance in accordance with the plans and specifications, TPDES GP TXR150000 and as directed by the Engineer.
- Repair the integrity of any BMP as directed by the Engineer as soon as reasonably possible.
- If appropriate, recommend changes needed in the SWP3 to the Engineer in order to prevent, to the extent practicable, water pollution associated with construction activities from entering any surface water or private property on or adjacent to the project site by storm water discharges.
- Stabilize disturbed areas, as soon as practicable, in accordance with the TPDES GP TXR150000 and as directed by the Engineer.
- If applicable, obtain appropriate authorizations for activities associated with any Project Specific Location under the authority of the Contractor and provide appropriate documentation of compliance to the Engineer.
- Satisfy any other responsibility indicated in the contract documents that are expressly stated as the responsibility of the Contractor.

Signature and Title: _____

Date: _____

SPECIAL SPECIFICATION

2001

Flagstone Veneer

- 1. Description.** Provide and install flagstone veneer where indicated on plans.
- 2. Materials.** Flagstone veneer shall be 2” random cut stone as shown on details. Flagstone veneer color to be selected by Owner.
- 3. Measurement.** This Item will be measured by square foot complete in place.
- 4. 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 "Flagstone Veneer". This price shall be full compensation for furnishing and placing flagstone veneer and for all labor, tools, equipment and incidentals necessary to complete the work.

SPECIAL SPECIFICATION

2002

Bike Rack

- 1. Description.** Provide and install bike racks where indicated on plans.
- 2. Materials.** Bike rack shall be 4-loop, Sch. 40 galvanized steel bike rack model #125-40. Available from Dumor, Inc., 1-800-598-4018, or approved equal.
- 3. Measurement.** This Item will be measured by each complete in place.
- 4. 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 "Bike Rack". This price shall be full compensation for furnishing and placing bike racks and for all labor, tools, equipment and incidentals necessary to complete the work.

SPECIAL SPECIFICATION

2003

Drinking Fountain

- 1. Description.** Provide and install drinking fountain where indicated on plans.
- 2. Materials.** Drinking fountain shall be MDF standard 3/16" wall thickness steel drinking fountain with pet fountain and recessed hose bid with lock door, model #440SM. Color to be selected by Owner. Available from Most Dependable Fountains, Inc., 1-800-552-6331, or approved equal.
- 3. Measurement.** This Item will be measured by each complete in place.
- 4. 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 "Drinking Fountain". This price shall be full compensation for furnishing and placing drinking fountain and for all labor, tools, equipment and incidentals necessary to complete the work.

SPECIAL SPECIFICATION

2004

Trash Receptacle

- 1. Description.** Provide and install trash receptacle where indicated on plans.
- 2. Materials.** Trash receptacles shall be galvanized steel trash receptacles as shown on details. Color to be selected by Owner.
- 3. Measurement.** This Item will be measured by each complete in place.
- 4. 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 "Trash Receptacle". This price shall be full compensation for furnishing and placing trash receptacle and for all labor, tools, equipment and incidentals necessary to complete the work.

SPECIAL SPECIFICATION

2005

Shade Structure

- 1. Description.** Provide and install shade structure where indicated on plans.
- 2. Materials.** Shade structure shall be 15' x 18' tubular steel canopy with corrugated pipe surrounds and standing seam steel roof, model name Marana. Available from Classic Recreation Systems, Inc., 1-800-697-2195, or approved equal.
- 3. Measurement.** This Item will be measured by each complete in place.
- 4. 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 "Shade Structure". This price shall be full compensation for furnishing and placing shade structure and for all labor, tools, equipment and incidentals necessary to complete the work.

SPECIAL SPECIFICATION

2006

Seating Boulders

- 1. Description.** Provide and install seating boulders.
- 2. Materials.** Seating boulders will be limestone, sandstone, granite, or other native rock material as shown on the plans and furnished in the approximate dimensioned sizes as shown on the plans. Boulders to be dense, sound and natural in form. No synthetic or man-made boulders are allowed.
- 3. Measurement.** This Item will be measured by each complete in place.
- 4. 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 "Seating Boulders". This price shall be full compensation for furnishing and placing boulders and for all labor, tools, equipment and incidentals necessary to complete the work.

SPECIAL SPECIFICATION

2007

Steel Handrail

- 1. Description.** Provide and install steel handrail where indicated on plans.
- 2. Materials.** Steel handrail shall be 2” square tube galvanized steel as shown on details.
- 3. Measurement.** This Item will be measured by linear foot complete in place.
- 4. 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 "Steel Handrail". This price shall be full compensation for furnishing and placing steel handrail and for all labor, tools, equipment and incidentals necessary to complete the work.

SPECIAL SPECIFICATION

2008

Cedar Split-Rail Fence

- 1. Description.** Provide and install cedar split-rail fence where indicated on plans.
- 2. Materials.** Cedar split-rail fence shall be rough cedar fence as shown on details.
- 3. Measurement.** This Item will be measured by linear foot complete in place.
- 4. 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 "Cedar Split-Rail Fence". This price shall be full compensation for furnishing and placing cedar split-rail fence and for all labor, tools, equipment and incidentals necessary to complete the work.

SPECIAL SPECIFICATION

2009

Park Bench

- 1. Description.** Provide and install park bench where indicated on plans.
- 2. Materials.** Park bench shall be 6' long, powder coated steel and cast iron bench, model #58-60. Color to be selected by Owner. Available from Dumor, Inc., 1-800-598-4018, or approved equal.
- 3. Measurement.** This Item will be measured by each complete in place.
- 4. 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 "Park Bench". This price shall be full compensation for furnishing and placing park bench and for all labor, tools, equipment and incidentals necessary to complete the work.

SPECIAL SPECIFICATION
2010
SEEDING FOR EROSION CONTROL

2010.1 Description. Provide and install temporary or permanent seeding for erosion control as shown on the plans or as directed.

2010.2 Materials.

A. Seed. Provide seed from the previous season’s crop meeting the requirements of the Texas Seed Law, including the testing and labeling for pure live seed (PLS=Purity x Germination). Furnish seed of the designated species, in labeled unopened bags or containers to the Engineer before planting. Use within 12 months from the date of the analysis. When Buffalograss is specified, use seed that is treated with KNO₃ (potassium nitrate) to overcome dormancy.

Use Table 1 to determine the appropriate seed mix and rates as specified on the plans. Sun Areas refer to areas that received partial to full sunlight, whereas Shaded Areas are areas that are screen from sunlight by the surrounding tree canopies.

Table 1
Permanent Special Mix

Sun Areas	Shaded Areas
Species and Rates (20 lb. PLS/ac.)	Species and Rates (20 lb. PLS/ac.)
Native American Seed’s Caliche Mix, or Approved Equal	Native American Seed’s Shade-Friendly Grass Mix, or Approved Equal

B. Fertilizer. Use fertilizer in conformance with Article 166.2, “Materials.”

C. Vegetative Watering. Use water that is clean and free of industrial wastes and other substances harmful to the growth of vegetation.

D. Mulch.

1. Cellulose Fiber Mulch. Use only cellulose fiber mulches that are on the approved list published in “Field Performance of Erosion Control Products,” available from the Maintenance Division. Submit 1 full set of manufacturer’s

literature for the selected material. Keep mulch dry until applied. Do not use molded or rotted material.

2010.3 Construction. Cultivate the area to a depth of 4 in. before placing the seed unless otherwise directed. When performing permanent seeding after an established temporary seeding, cultivate the seedbed to a depth of 4 in. or mow the area before placement of the permanent seed. Plant the seed specified and mulch, if required, after the area has been completed to lines and grades as shown on the plans.

A. Cellulose Fiber Mulch Seeding. Distribute the seed or seed mixture uniformly over the areas shown on the plans using hand or mechanical distribution or hydro-seeding on top of the soil. When seed and water are to be distributed as a slurry during hydro-seeding, apply the mixture to the area to be seeded within 30 min. of placement of components in the equipment. Roll the planted area with a light roller or other suitable equipment. Roll sloped areas along the contour of the slopes. Immediately after planting the seed or seed mixture, apply cellulose fiber mulch uniformly over the seeded area at the following rates:

1. Sandy Soils with slopes of 3:1 or less – 2500 lb. per acre.
2. Sandy Soils with slopes greater than 3:1 – 3000 lb. per acre.
3. Clay Soils with slopes of 3:1 or less – 2000 lb. per acre.
4. Clay Soils with slopes greater than 3:1 – 2300 lb. per acre.

Cellulose fiber mulch rates are based on dry weight of mulch per acre. Mix cellulose fiber mulch and water to make a slurry and apply uniformly over the seeded area using suitable equipment.

B. Apply fertilizer in conformance with Article 166.3, “Construction.” Seed and fertilizer may be distributed simultaneously during “Cellulose Fiber Mulch Seeding” operations, provided each component is applied at the specified rate. When temporary and permanent seeding are both specified for the same area, apply half of the required fertilizer during the temporary seeding operation and the other half during permanent seeding operation.

C. Water the seeded areas at the rates and frequencies as shown on the plans or as directed.

2010.4 Measurement. The Item will be measured by the square yard or by the acre.

2010.5 Payment. The work performed and the materials furnished in accordance with this Item and measured as provided under “Measurement” will be paid for at the unit price bid for “Cellulose Fiber Mulch Seeding (Perm)” of the special mix seed mixture and sun or shaded areas. This price is full compensation for furnishing materials, including water for hydro-seeding and hydro-mulching operations, mowing, labor, equipment, tools, supplies, and incidentals. Fertilizer will not be paid for directly but will be subsidiary to this Item. Water for irrigating the seeded area, when specified, will be paid for under Item 168, “Vegetative Watering.”

SPECIAL SPECIFICATION

5530

Removable Bollards

- 1. Description.** This Item shall govern for furnished and installed removable bollards, including removable-bollard foundations at the locations shown on the plans.
- 2. Materials.** Removable bollards shall consist of TrafficGuard® Round Post Lock (RPL 4) as manufactured by TrafficGuard® Direct LLC (P.O. Box 201, Geneva, IL 60134-9946, phone: 877-727-7347 and fax: 800-814-7194) or approved equal, including all necessary items, connections, foundations, etc. necessary to provide a complete and working bollard assembly. The removable-bollard foundation shall be construction in accordance with the manufacturer's specifications and details, and the foundation concrete shall meet the requirements of Item 421, "Hydraulic Cement Concrete," Class "A". Bollards shall be painted yellow, and shall have a minimum of 3, 1-inch wide strips of reflective tape wrapped around the upper six inches of each bollard to increase visibility.
- 3. Construction.** The bollard foundation shall be constructed in accordance with the manufacturer's specifications and the bollard assembly shall be installed in accordance with the manufacturer's specifications.
- 4. Measurement.** This Item will be measured as each removable bollard, including foundation, complete in place as shown on the plans.
- 5. Payment.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid at the unit price bid for "Removable Bollards." This price shall be full compensation for furnishing, preparing, hauling, and installing all materials, for excavation and backfill, and for all labor, tools, equipment, and incidentals.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> : Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.