



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

May 17, 2010
Legal Notice Invitation for Bid

Dear Bidders:

You are invited to submit bids in accordance with specifications packet, Invitation for IFB 10-036/KJS, Walter Umphrey State Park Pier Restoration for Jefferson County. All bids must be submitted with an original and three (3) copies to the Jefferson County Purchasing Agent, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 AM, Tuesday June 15, 2010. Bids will be opened at that time.

Specifications and plans are available for a non-refundable fee of \$50.00 from LEAP Engineering, LLC, at 550 Fannin Street, Suite 510, Beaumont, TX, 77701, phone 409-813-1862. Make checks payable to Jefferson County. Any questions relating to these requirements should be directed to Karen J. Smith, MBA, Assistant Purchasing Agent, at 409-835-8593.

The County shall require the bidder to furnish a bid security in the amount of five percent (5%) of the total contract cost. The bid bond must be executed with a surety company authorized to do business in the State of Texas. Within ten (10) days after the date of the signing of a contract, the bidder shall furnish a performance bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars (\$100,000). If the contract is for one hundred thousand dollars (\$100,000) or less, the County may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

A Mandatory Pre-Bid Conference will be held on Thursday, June 3, 2010 at 10:00 AM CST. The conference will be held in the Engineering Department of the Jefferson County Courthouse, 1149 Pearl Street, 5th Floor, Beaumont, TX 77701.

All Bids shall be submitted to the Jefferson County Purchasing Agent in a sealed envelope marked:

BID NAME:	Walter Umphrey State Park Pier Restoration for Jefferson County
BID NO:	10-036/KJS
DUE DATE/TIME:	11:00 AM, June 15, 2010
MAIL OR DELIVER TO:	Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, TX 77701

Sincerely,

Deborah L. Clark
Purchasing Agent

Publish: Beaumont Enterprise & Port Arthur News – May 19, 2010, the Examiner May 27, 2010

IFB 10-036/KJS
WALTER UMPHREY STATE PARK PIER RESTORATION
FOR JEFFERSON COUNTY
BIDS DUE: 11:00 AM, JUNE 15, 2 010
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INSTRUCTIONS TO BIDDERS

1. Bid Submission

Bids must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Division
1149 Pearl Street, First Floor
Beaumont, TX 77701

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

All bids shall be tightly sealed in an opaque envelope and **plainly marked with the Invitation for Bid number**, due date, and the bidder's name and address.

Late bids will not be accepted and will be returned unopened to the bidder.

All bids submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

2. Preparation of Bids

The bid shall be legibly printed in ink or typed.

If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the bidder.

The bid shall be legally signed and shall include the complete address of the bidder.

Jefferson County is exempt from Federal and State Sales Taxes, and such taxes shall not be included in bid prices.

3. Signatures

All bids, notifications, claims, and statements must be signed by an individual authorized to bind the bidder. The individual signing certifies, under penalty of perjury, that he or she has the legal authorization to bind the bidder.

4. Rejection or Withdrawal

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

5. Award

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected. Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial nonconformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, Jefferson County may conduct such investi-

gation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

6. Contract

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

7. Waiver of Subrogation

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

8. Fiscal Funding

A multi-year contract (if requested by the specifications) continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

9. Bid Results

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page (<http://co.jefferson.tx.us/purchasing/main.htm>) as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Division.

10. Changes and Addenda to Bid Documents

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent. In addition, to the extent possible, copies will be mailed to each person registered as having received a set of bid documents. It shall be the bidder's responsibility to make inquiry as to change or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

11. Specifications

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

12. Delivery

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

13. Interpretation of Bid and/or Contract Documents

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

14. Currency

Prices calculated by the bidder shall be stated in U.S. dollars.

15. Pricing

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

16. Notice to Proceed/Purchase Order

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

17. Certification

By signing the offer section of the Offer and Acceptance page, bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

18. Definitions

“County” – Jefferson County, Texas.

“Contractor” – The bidder whose proposal is accepted by Jefferson County.

19. Minority-Women Business Enterprise Participation

It is the desire of Jefferson County to increase the participation of Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

GENERAL TERMS AND CONDITIONS OF BIDDING AND TERMS OF CONTRACT CONDITIONS OF THE CONTRACT

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ARTICLE 1. CONTRACT DEFINITIONS

Whenever the following terms are used in these General Conditions or in the other Contract Documents the intent and meaning shall be interpreted as follows:

- 1.1 CONTRACT DOCUMENTS: The Contract Documents consist of the Owner-Contractor Agreement, The Conditions of the Contract (General, Supplementary General and Special Conditions), the Advertisement to Bid, Instructions to Bidders, Drawings, Specifications, and all addenda issued prior to bidding and any Change Orders issued after execution of the Contract. The Contract Documents do not include Bidding documents such as sample forms, unless specifically enumerated in the Owner-Contractor Agreement or the Supplementary General Conditions.
 - 1.1.1 The Contract Documents form the CONTRACT, which represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract Documents are complementary, and what is required by any one document shall be as binding as if required by all.
 - .1 (Suppl) The intention of the documents is to include, except as specifically excluded, all labor, plant, materials, facilities and services necessary for the proper execution and completion of the work.**
 - 1.1.2 Supplementary General Conditions are the standard procedures and contract administration requirements of the Owner and alter or expand upon matters covered in the Uniform General Conditions.
 - .1 (Suppl) Supplementary General Conditions for Jefferson County project are included in this printing within the body of the Uniform General Conditions, in bold font with a (Suppl) notation preceding the text.**
 - 1.1.3 Special Conditions relate to a specific project and are peculiar to it.
 - .1 (Suppl) “Special Conditions” where used herein refers to all sections in Division I – General Requirements of the Specifications.**
- 1.2 OWNER: The Owner is Jefferson County. Hereinafter, the term “Owner” refers to the Agency responsible for the execution of this contract.
- 1.3 ENGINEER: A person registered as a licensed professional engineer pursuant to Article 327a, T.C.S., or firm employed to provide professional engineering services and having overall responsibility for the design or production of documents for a project or a significant portion thereof.
 - 1.3.1 (Suppl) Project Manger: The person designated as the Owner’s Representative who is responsible for the general administration of the Contract.**
 - 1.3.2 (Suppl) Project Inspector: The person designated as the Owner’s Representative who is responsible for ascertaining the correctness of the work and conformity with the Contract Documents.**
 - 1.3.3 (Suppl) Project Engineer: The person or company designated as the Owner’s Representative responsible for the engineering design of the work provided for the Contract.**
- 1.4 CONTRACTOR: The individual, corporation, company, partnership, firm or other organization that has contracted to perform the work under the contract with the Owner.

- 1.5 **SUBCONTRACTOR:** A person or organization who contracts under, or for the performance of part or all of, the contract between the Owner and the Contractor. The Subcontract may be direct with the Contractor or with another Subcontractor.
- 1.6 **PROJECT:** The term “Project” shall comprise the Work defined by the Contract Documents.
- 1.7 **WORK:** All labor, plant, materials, facilities, and all other things that are required by the Contract Documents.
- 1.8 **DAY:** Wherever the word “Day” is used in the Contract Documents, it shall be interpreted to mean a calendar day, unless otherwise specifically stipulated.
- 1.9 **CONTRACT SUM:** Is the total compensation payable to the Contractor for performing the Work as originally contracted for or as subsequently adjusted by Change Order.
- 1.10 **CONTRACT DATE:** Contract Date is the same as the date of the Contract Award Notice issued by the Owner.
- 1.11 **NOTICE TO PROCEED:** Notice to Proceed is the written notice provided to the Contractor by the Owner which establishes the date for commencement of contract work and the date for completion of the contracted project or work.

ARTICLE II. LAWS GOVERNING CONSTRUCTION

- 2.1 **COMPLIANCE WITH LAWS:** In the execution of the contract, the Contractor must comply with all applicable State and Federal laws, including but not limited to laws concerned with labor, environment, equal employment opportunity, safety and minimum wages. The Contractor shall make himself familiar with and at all times shall observe and comply with all Federal, State and Local laws, ordinances and regulations which in any manner affect the conduct of the work, and shall indemnify and save harmless Jefferson County and its official and/or contractual representatives against any claim arising from violation of any such law, ordinance or regulations by himself or by his Subcontractors, or suppliers at any tier, or his or their employees.
 - 2.1.1 **(Suppl) The Contractor shall cooperate with applicable city or other government officials at all times where their jurisdiction applies. The Contractor shall make application for any permits and permanent utilities that are required for the execution of the contract.**
 - 2.1.2 **(Suppl) Disclosure of Information: If any good or services are purchased under this contract with federal grant funds, the Owner, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific grant program for the purpose of making audit, examination, excerpts, and transcriptions. All pertinent records will be maintained for at least six (6) years after final payment is made and all other pending matters closed.**
 - 2.1.3 **(Suppl) Security Information: Jefferson County may be in possession of confidential information and material which require protection under applicable laws, rules and regulations, as well as policies and procedures of Jefferson County. Confidential information and material obtained within or from Jefferson County shall not be discussed, communicated, copied, extracted, or used in any manner by the Contractor or the Contractor’s personnel. Magnetic media, program source code, program and system documentation or copies thereof shall not be permitted to be removed from the Owner’s possession unless specifically authorized in writing by Jefferson County. If**

so released, the Contractor and Contractor's personnel shall comply with any stated terms of release and return of materials.

The Contractor shall ensure information about Jefferson County's clients will be kept confidential.

2.1.4 (Suppl) Applicability of the Texas Open Records Act: Jefferson County is a governmental agency under the Texas Open Records Act, TEX. Govt. Code Chapter 552.

.1 (Suppl) Information submitted by Contractor is subject to release by Jefferson County as public information unless the information or specific parts thereof can be shown to fall within one or more of the exceptions listed in the Act. If Contractor believes parts of their information are exempt from disclosure under the Open Records Act, they shall specify those parts and exceptions that they believe apply, with specific detailed reasons. Vague and general claims to confidentiality are not acceptable. Jefferson County shall have sufficient information to give to the Attorney General if his opinion is requested. The Attorney General has previously ruled that the exception pertaining to advantage to competitors of Contractors generally does not apply after the contract has been awarded.

.2 (Suppl) Once a Contract has been awarded, information will automatically be considered public information unless a detailed explanation giving basis for a claim for exemption from disclosure is presented by Contractor.

2.1.5 (Suppl) Civil Rights: By this reference, the Contractor agrees to comply with Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and all amendments to each, and all requirements by the regulations issued pursuant to these Acts. In addition, the contractor agrees to comply with Title 40, Chapter 73, of the Texas Administrative Code. These provide in part that no persons in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs or religion be excluded from participation in or denied, any aid, care, service or other benefits provided by federal or state funding, or otherwise be subjected to any unlawful discrimination.

2.1.6 (Suppl) Immigration Reform: By this reference, all requirements to comply with the immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired on or after November 06, 1986, who will perform any labor or services under this contract are incorporated.

2.1.7 (Suppl) Texas Business and Commerce Code: All sections of the Texas Business and Commerce Code which protect the Owner are hereby incorporated by reference.

2.1.8 (Suppl) Governing Law: Any contract resulting from the information submitted shall be construed in accordance with the laws of the State of Texas without reference to any choice of law principles that would result in the application of the law of any state other than the state of Texas.

2.2 WAGE RATES: (Davis Bacon)- Please see Wage Rates listed beginning on page 47. The Contractor is required to pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Rates Section" provided by Owner. The specified wage rates are minimum rates only, the Owner will not consider any claims for additional compensation made by

any Contractor because of payment by the Contractor of any wage rates in excess of the applicable minimum rate contained in the Contract.

2.2.1 Contractor shall forfeit as a penalty to the Owner sixty dollars (\$60.00) for each laborer, workman or mechanic employed, for each calendar day, or portion thereof, such laborer, workman or mechanic is paid less than the said stipulated minimum rates for any work done under said contract, by him, or by any Subcontractor under him. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all laborers, workmen and mechanics employed in connection with the work, and showing also the actual per diem wages paid to such workers, which record shall be open at all reasonable hours for the inspection by the Owner.

.1 (Suppl) Payroll records shall be maintained and available for inspection by Owner's Representatives at the job site.

2.3 STATE SALES AND USE TAXES: The Owner qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provisions of the Texas Tax Code (Title 2, Chapter 151, Subsection 151.309).

The Contractor shall comply with applicable provisions of Chapter 34, Rules 3.291 and 3.357 of the Texas Administrative Code, or other procedures as may be prescribed by the State Comptroller of Public Accounts regarding tax exemptions.

2.4 ANTITRUST CLAIMS: The contractor shall assign to the Owner any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Secs. 1 *et. seq.*

2.4.1 (Suppl) The Contractor shall assign to the Owner any and all claims for overcharges associated with this contract which arise under the antitrust laws of the State of Texas, TEX.BUS. & COMM. Code Ann. Sec. 15.01, et. seq. (1967).

2.5 VENUE OF SUITS: The exclusive venue of any suit brought for breach of contract for this project shall be in any state court of competent jurisdiction in Jefferson County, Texas.

2.5.1 (Suppl) The exclusive venue of any suit brought against Contractor's bonds shall be in the county in which the project is located.

ARTICLE III. CONTRACT DOCUMENTS AND BONDS

3.1 COPIES FURNISHED – DRAWINGS AND SPECIFICATIONS: Documents may be examined without charge at LEAP Engineering, LLC located at 550 Fannin Street, Suite 510 in Beaumont, Texas 77701. You may contact LEAP at 409-813-1862. A set of documents may be purchased for a document fee of \$50.00 for 11x17 drawings. Make checks payable to Jefferson County. Postage or delivery charge will be paid by BIDDER.

3.1.1 (Suppl) Unless otherwise called for in the Special Conditions, up to two (2) sets of drawings and specifications will be furnished to the Contractor free of charge.

3.2 OWNERSHIP OF DRAWINGS AND SPECIFICATIONS: All Drawings, Specifications and copies thereof furnished by the Owner or the Architect/Engineer are and shall remain property of the Owner. They are not to be used by Contractor on any other project, and with the exception of one (1) contract set for each party to the contract, are to be returned to the Owner upon request following completion of the work.

- 3.3 DRAWINGS AND SPECIFICATIONS AT THE SITE: The Contractor shall maintain at the site one (1) copy of all Drawings, Specifications, Addenda, approved Shop Drawings and Contract Modifications, in good order and marked to record all changes made during construction.
- 3.3.1 (Suppl) The Contractor shall also record the exact locations of buried utilities, concealed work, and all facilities designated by Contract Documents to be located in the field by Owner.
- 3.3.2 (Suppl) Recorded changes shall be made with the same accuracy of dimension and/or scale as shown originally by the Contract Documents.
- 3.3.3 (Suppl) All records prescribed herein shall be made available for reference and examination by the Owner's Representatives. The Contractor shall update the "Record Drawings" a minimum of once monthly prior to submission of periodic partial pay estimates.
- 3.3.4 (Suppl) Upon completion of all the Work and prior to final acceptance and final payment by the Owner, the Contractor shall furnish a complete set of "Record Drawings" to the Owner.
- 3.4 PERFORMANCE AND PAYMENT BONDS: Payment or Performance Bonds are not required on contracts of \$25,000.00 or less unless otherwise stipulated in Supplementary General Conditions. If the total contract price exceeds \$25,000.00, but is less than \$100,000.00, the contractor shall execute in accordance with the provisions of Article 5160, Texas Civil Statutes, a Payment Bond in the amount of the total contract price, solely for the protection of those supplying labor, materials and/or equipment in the prosecution of the contract. If the total contract price exceeds \$100,000.00 the Contractor shall execute a Payment Bond and a Performance Bond in the amount of the total contract price conditioned upon the faithful performance of the contract. The Performance Bond shall be solely for the protection of the Owner.
- 3.4.1 (Suppl) A "Payment Bond" herein refers to a deposit, pledge, or contract of guaranty supplied by the successful Contractor to protect the Owner against loss due to the contractor's failure to pay material suppliers, laborers and subcontractors.
- 3.4.2 (Suppl) A "Performance Bond" herein refers to a deposit, pledge, or contract of guaranty supplied by the successful Contractor to protect the Owner against loss due to the Contractor's inability or failure to complete the Contract as agreed.
- 3.4.3 (Suppl) Acceptable forms of Payment Bonds and Performance Bonds are: cashier's check or irrevocable letter of credit issued by a financial institution subject to the laws of Texas; a surety or blanket bond from a company chartered or authorized to do surety business in Texas; United States Treasury bond, or insured certificate of deposit.
- 3.4.4 (Suppl) Each bond shall be executed by a corporate surety or corporate sureties duly authorized to do business in the State of Texas, and those acceptable to the Owner, and on forms approved by the Attorney for the Owner. If any surety upon any bond furnished in connection with the Contract becomes insolvent, or otherwise not authorized to do business in the State, the Contractor shall promptly furnish equivalent security to protect the interests of the Owner.
- 3.4.5 (Suppl) Each Bond shall be accompanied by a valid Power-of-Attorney (issued by the Surety Company and attached, signed and sealed, with the corporate embossed seal, to the bond) authorizing the agent who signs the bond to commit the company to the terms of the bond, and stating (on the face of the Power-of-Attorney) the limit, if any, in the total amount for which he is empowered to issue a single bond.

3.4.6 (Suppl) The Owner will consider Performance and Payment Bonds from Surety Firms qualified to do business in Texas which have approval listings in the current United States Department of Treasury Circular 570, “Companies holding Certificates of Authority as acceptable Sureties of Federal Bonds and Acceptable Reinsuring Companies”, Sections 9304 through 9308 of Title 31 of the United States Code.

.1 (Suppl) The Owner will accept only, sureties licensed to do surety business in the State of Texas, in lieu of Article 3.4.3.

3.4.7 (Suppl) Contractor’s obligation to furnish the required bonds is one of the initial requirements of the contract that must be accomplished before a Notice to Proceed will be issued. If the bonds are not provided within ten (10) calendar days after Contractor’s receipt of Notice of Award, then, at Owner’s option, the Contract will be terminated and Contractor’s bid bond forfeited.

3.5 INTERRELATION OF DOCUMENTS: The interrelation of the Specifications, the Drawings and the Schedules is as follows: the Specifications determine the quality of the several materials; the Drawings establish the quantities, dimensions and details; and the Schedules give the locations. Anything mentioned in the Specifications and not shown on the Drawings or Schedules, or shown on the Drawings or Schedules and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both.

3.5.1 Should the Drawings disagree one with another, or with Specification, the better quality or greater quantity of work or materials shall be performed or furnished. Figures given on Drawings govern over small scale drawings, and large scale drawings govern over small scale drawings.

.1 (Suppl) Figures given on drawings shall govern over scaled measurements from drawings.

3.5.2 The “Scope of the Work”, placed in the front part of each Section of the Specifications, is intended to designate the scope and locations of all items of the work included therein, either generally or specifically. It is not intended to limit the Scope of Work should plans, schedules or notes indicate an increased scope. Inadvertent omission of an item from its proper section of the specifications and its inclusion in another section shall not relieve the Contractor of responsibilities for the item specified.

ARTICLE IV. CONTRACT ADMINISTRATION

4.1 GENERAL ADMINISTRATION: Unless otherwise provided for in the Contract Documents, the Architect/Engineer will provide general administration of the contract and will be the Owner’s representative during construction and until final payment. The Owner assumes no responsibility for any understanding given or representation made orally by its agents prior to the execution of this Contract, unless such understanding(s) or representations(s) are expressly stated in the Contract. The Owner assumes no responsibility for any conclusions or interpretations made by the Contractor. Any failure by the Contractor to become acquainted with available information will not relieve it from responsibility for properly estimating the difficulty or cost of successfully performing the work or mutually agreed changes thereto.

4.1.1 The Engineer has the authority to act on behalf of the Owner to the extent provided for in the Contract Documents, unless otherwise modified by written instrument that will be shown to the Contractor. The Engineer will advise and consult with the Owner, and the Owner’s instructions to the Contractor will generally be issued through the Engineer,

except that the Owner reserves the right on appropriate occasions to issue instructions directly to the Contractor through other designated representatives.

4.1.2 All instructions affecting Contract Sum, Contract Time or Contract Interpretation, shall be confirmed expeditiously in writing with copies furnished to the Engineer, the Owner's designated representatives, and the Contractor by the party issuing the instruction. No instruction affecting the Engineer's professional design liability shall be issued without his prior written consent.

.1 (Suppl) The Engineer will be the interpreter of the requirements of the Contract Documents necessary for the proper execution and progress of the Work. All interpretations and decisions of the Engineer shall be consistent with the intent of and reasonably inferable from the Contract Documents.

4.1.3 The Engineer shall have the authority to reject work performed by the Contractor which, in the opinion of the Engineer, does not meet the requirements of the Contract, and to order such work removed and replaced in accordance with paragraph 5.11.

4.2 ACCESS TO AND INSPECTION OF THE WORK: The Contractor shall provide sufficient, safe and proper facilities at all reasonable times for the observation and/or inspection of the Work by the authorized representatives of the Owner. The Engineer and the Owner will make periodic visits to the site to familiarize themselves with the progress and quality of the Work and to determine if the Work is proceeding generally in accordance with the Contract Documents.

4.2.1 (Suppl) INSPECTIONS: Inspection by Owner's Representative in no way relieves the Contractor from his obligation to supervise and direct the Work, to follow the plans and specifications implicitly, and to provide the designated quality and quantity of materials and workmanship for all job stages. The Inspector will be present on the site as frequently as the Owner deems necessary to explain project requirements and to judge whether the quality and quantity of the work complies with the Contract Documents. The Owner, acting through either the Project Inspector or the Project Manager, has the authority but not the duty to stop the Contractor from beginning or completing any portion of the work that in any way fails to conform to the drawings and specifications.

4.3 SEPARATE CONTRACTS: The Owner reserves the right to award other contracts in connection with other portions of the project under these or similar conditions of the contract.

4.3.1 When separate contracts are awarded for different portions of the project, "the Contractor" in the Contract Documents in each case shall be the Contractor who signs each separate contract. This Contractor shall properly connect and coordinate his work with the work of other Contractors. If any part of this Contractor's work depends for proper execution or proper results on the work of any other separate Contractor, this Contractor shall inspect and promptly report in writing to the Engineer any discrepancies or defects he may find in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor to so inspect and report shall constitute and acceptance of the other Contractor's work as fit and proper to receive his work, except as to defects which may develop in the other separate Contractor's work after the execution of this Contractor's work.

4.3.2 Should this Contractor cause damage to the work or property of any separate Contractor on the project, this Contractor shall, upon due notice, endeavor to settle with such other Contractor by agreement. If such separate Contractor sues the Owner on account of any damage alleged to have been so sustained, the Owner shall notify this Contractor who shall

defend such proceedings and pay all costs in connection therewith, and if any judgment against the Owner arises there from, this Contractor shall pay or satisfy it.

- 4.3.3 This Contractor shall afford the Owner and/or other Contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work and shall properly connect and coordinate his work with theirs.

4.4 CONTRACT TERMINATION

4.4.1 Termination by Contractor: If the work is stopped for a period of thirty (30) calendar days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the work under a contract with the Contractor, then the Contractor may, upon ten (10) additional days written notice to the Owner and the Engineer, terminate the contract and recover from the Owner payment for all work executed and for any loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and overhead associated with such work or losses and reasonable expenses resulting from such termination. If the cause of the work stoppage is removed prior to the end of the ten (10) day notice period, the Contractor may not terminate the contract under the provisions of this section 4.4.1.

4.4.2 Termination by Owner: If the Contractor persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, pay his Subcontractors or Suppliers, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Contract Documents, or fails to so prosecute the work as to insure its completion, within the time, or any extension thereof, specified in this Contract, then the Owner may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, ten (10) days written notice, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor. Should the surety fail to respond within fifteen (15) days following such notice and fail to pursue completion of the work with diligence acceptable to the Owner, the Owner may arrange for completion of the work and deduct the cost thereof from the unpaid contract sum remaining, including the cost of additional Engineer services made necessary by such default or neglect, in which event no further payment shall then be made by the Owner until all costs of completing the work shall have been paid. If the unpaid balance of the contract sum exceeds the costs of finishing the work, including compensation for the Engineer's additional services made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor or his surety shall pay the difference to the Owner. This obligation for payment shall survive the termination of the Contract.

4.4.3 Termination for Convenience of Owner: Prior to, or during the performance of the work, the Owner reserves the right to terminate the contract for unforeseen causes not limited to court orders, loss of funding, acts of the federal government to discontinue the work, etc., that may occur. Upon such an occurrence, the following procedures will be adhered to:

- .1 The Owner will immediately notify the Engineer and the Contractor in writing, specifying the effective termination date of the Contract.

- .2 After receipt of the Notice of Termination, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at that point in the Contract.
 - a. Stop all work.
 - b. Place no further subcontracts or orders for materials or services.
 - c. Terminate all subcontracts.
 - d. Cancel all material and equipment orders as applicable.
 - e. Take action that is necessary to protect and preserve all property related to this Contract which is in the possession of the Contractor.
 - .3 Within sixty (60) days of the date of the Notice of Termination, the Contractor shall submit a final termination settlement proposal to the Owner based upon costs up to the date of termination, reasonable profit on work done only, and reasonable demobilization costs. If the Contractor fails to submit the proposal within the time allowed, the Owner may determine the amount due to the Contractor because of the termination and shall pay the determined amount to the Contractor.
 - .4 If the Contractor and the Owner fail to agree on the settlement amount, the matter will be handled as a dispute through administrative procedures as established in the Supplementary General Conditions.
- 4.5 WRITTEN NOTICE: Written notice shall be considered to have been duly given if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail to the last business address known to one who gives the notice.
- 4.6 DISPUTED MATTERS: Disputed matters, and protests, shall be handled through administrative procedures as established in Supplementary General Conditions. Such matters shall be referred to the Owner's established administrative review process prior to resort by either party to judicial redress through courts of law.
- 4.6.1 (Suppl) Any dispute concerning a question of fact arising under this contract, not disposed of by agreement between the Engineer and Contractor, shall be appealed by the Contractor to the Owner. Such decision shall be final and conclusive unless, within thirty (30) calendar days, from the date of receipt thereof, the Contractor mails or otherwise furnishes to the Owner a written appeal. The Contractor shall be afforded an opportunity to be heard and to offer evidence in support of this appeal. The decision of the Owner will be final and conclusive. Pending final decision of the dispute hereunder, the Contractor shall proceed with the performance of the contract in accordance with the Owner's decision.**
- .1 (Suppl) This disputes provision does not preclude consideration of questions of law in connection with decisions provided for in this Article. Nothing in this contract, however, shall be construed as making final the decision of any Jefferson County administrative official or representative on a question of law.**
- 4.6.2 (Suppl) The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by the Owner and Contractor to attempt to resolve all disputes arising under this contract.**

ARTICLE V. CONTRACT RESPONSIBILITIES

- 5.1 OWNER'S RESPONSIBILITIES: The Owner shall furnish all surveys, describing the physical characteristics, legal description and limitations, site utility locations and other information necessary to the Contractor which is under the Owner's control. Communication with the Contractor shall be in accordance with paragraph 4.1.1. Necessary actions of the Owner, including processing of payments to the Contractor, shall be accomplished with reasonable promptness.
- 5.2 OWNER – CONTRACTOR OBLIGATIONS: The Owner and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not assign the Contract or sublet it as a whole without the written consent of the Owner, nor shall the Contractor assign any monies due or to become due to him hereunder, without the previous written consent of the Owner.
- 5.3 CONTRACTOR'S RESPONSIBILITIES: The Contractor shall supervise and direct the work using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, safety, sequences and procedures, and for coordinating all portions of the work under his contract.
- 5.3.1 (Suppl) Correcting Deficient Work: In the event the Owner issues a Deficient Work Order, the Contractor has the duty to rework as necessary and complete that portion in a manner that conforms to the drawings and specifications and has no right to assert a claim for damages attendant to such order.**
- 5.4 CONTRACTOR'S SUPERINTENDENT: The Contractor shall employ a competent Superintendent who shall be in attendance at the project site during the progress of the work. The Superintendent shall be satisfactory to the Owner, and shall not be changed except with the written approval of the Owner unless he leaves the employment of the Contractor. The Superintendent shall represent the Contractor and shall have full authority to act on his behalf. All communication given to the Superintendent shall be as binding as if given to the Contractor. All oral communication affecting Contract Time, Contract Cost and Contract Interpretation will be confirmed in writing.
- 5.4.1 (Suppl) The Contractor shall, as soon as practicable after receipt of Notice of Award and before commencement of the work, submit to the Owner the name of the person designated as Project Superintendent.**
- 5.4.2 (Suppl) Subcontracts: As soon as practicable after receipt of Notice of Award and before commencement of the work, the Contractor shall submit to the Owner for approval, a list of all Subcontractors he and his major Subcontractors propose to use in the construction of the project. The Contractor shall not employ any Subcontractor to whom the Owner has a reasonable objection. After the execution of the Contract, a substitution for an approved Subcontractor or addition of a new Subcontractor shall be made only with the written consent of the Owner.**
- 5.5 ACTS AND OMISSIONS: The Contractor shall be responsible for acts and omissions of his employees and his Subcontractors, their agents and employees.
- 5.5.1 (Suppl) The Contractor agrees to bind every Subcontractor to the terms of the Uniform General Conditions, Supplementary General Conditions, the Special Conditions, and the Drawings and Specifications of the Contract. The Contractor shall inform his Subcontractors, prior to executing an agreement with them, that they will be required to perform their work in conformance with related documents and to**

submit cost estimates and Change Order proposals in sufficient detail when so requested. The Contractor shall indemnify the Owner for any Subcontractor's claim that may result from the Contractor's failure to incorporate the provisions of this contract in agreements with any of his Subcontractors.

5.5.2 (Suppl) Removal of Employees: The Owner will, in writing, require the Contractor to remove from the Work any employee of the Contractor or a Subcontractor who the Owner finds careless, incompetent, or otherwise objectionable. Owner has no duty to make any such objection, and failure to do so shall not relieve Contractor from any obligation under the Contract.

5.6 CONDITIONS AT SITE OR BUILDING

5.6.1 The Contractor is responsible for having visited the site and having ascertained pertinent local conditions such as location, accessibility, and general character of the site or building, the character and extent of existing work within and adjacent to the site, and any other work being performed thereon at the time of the submission of his bid. Any failure to do so will not relieve him from responsibility for successfully performing the work without additional expense to the Owner.

5.6.2 If, in the performance of the Contract, subsurface, latent or concealed conditions at the site are found to be materially different from the information included in the bid documents, or if unknown conditions of an unusual nature are disclosed differing materially from the conditions usually inherent in work of the character shown and specified, the Engineer shall be notified in writing of such conditions before they are disturbed. Upon such notice, or upon his own observation of such conditions, the Engineer, with the approval of the Owner, will promptly make such changes in the Drawings and Specifications as he deems necessary to conform to the different conditions, and any increase or decrease in the cost of the work, or in the time within which the work is to be completed, resulting from such changes will be adjusted by Change Order, subject to the prior approval of the Owner.

5.6.3 (Suppl) Existing Improvements: The Contractor will protect from damage improvements, vegetation, and utilities at or near the site of the work.

- .1 The approximate location of existing underground improvements and utilities is shown on the Drawings according to the best information available to the Owner; in addition, the Contractor will make every effort to establish the exact location of such underground improvement or utility by contacting Owners of same and by prospecting in advance of all trenching and subsurface excavations.
- .2 The Contractor will preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site of work which is not to be removed and which does not unreasonably interfere with the construction work. Any limbs or branches of trees broken during construction shall be trimmed with a clean cut and painted with an approved tree pruning compound as directed by the Owner. Care will be taken in removing trees authorized for removal to avoid damage to vegetation to remain in place.
- .3 If the Contractor damages any existing improvements, utility, or vegetation, the Contractor shall repair such damage without delay and without cost to the Owner. If the Contractor fails or refuses to repair such damage promptly, the Owner will have the necessary repairs performed and deduct the cost thereof from money due or to become due the Contractor.

5.7 SAFETY PRECAUTIONS AND PROGRAMS:

5.7.1 It shall be the duty and responsibility of the Contractor and all of its Subcontractors to be familiar and comply with all requirements of Public Law 91-596, 29 U.S.C. Secs. 651 et. seq., the Occupational Safety and Health Act of 1970, (OSHA) and all amendments thereto, and to enforce and comply with all of the provisions of this Act. In addition, on projects in which trench excavation will exceed a depth of five (5) feet, the Contractor and all of its Subcontractors shall comply with all requirements of 29 CFR 1926, Subpart P, "Excavations", OSHA Safety and Health Regulation for Construction, which are more fully described in the Special Conditions and shall require a pay item classification, pursuant to paragraph 7.1, for the particular safety system to be utilized by the Contractor.

.1 (Suppl) Before commencing any trench excavation which will exceed a depth of five (5) feet, Contractor will provide Owner with detailed plans and specifications regarding the safety systems to be utilized. Said plans and specifications shall include a certification from a registered professional engineer indicating full compliance with OSHA provisions, 29 CFR 1926, Subpart P, excavations. Additional provisions, if required, are addressed in Article 7.1.1 and will be stated in the Special Conditions.

5.7.2 In any emergency affecting the safety of persons and property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor resulting from emergency work shall be considered in accordance with Article VI for Contract Changes.

5.8 MATERIALS AND WORKMANSHIP: All work shall be executed in accordance with the Contract Documents, complete in all parts and in accordance with approved practices and customs, and of acceptable finish and workmanship. Unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new.

5.8.1 (Suppl) Materials shall be unused and of current production.

5.9 TESTS: If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to be inspected, tested or approved, the Contractor shall give the Owner and the Engineer timely notice of its readiness and of the date arranged so the Engineer may observe such inspection, testing or approval. In addition, the Owner or the Engineer may require special inspection, testing or approval of material or work for compliance with the requirements of the Contract Documents. Upon direction of the Owner and Engineer, the Contractor shall promptly arrange for such special testing, inspection or approval procedure. The Contractor shall bear all costs of the testing, inspection or approval, as well as the cost of replacement of unsatisfactory material or work as provided by paragraph 5.10. These costs should be factored into the total bid price. The costs of routine testing shall be borne by the Owner, but the Contractor shall be responsible for the cost of material tested. When directed by the Owner, material compliance with the Specifications shall be made by one of the following:

- a. Manufacture's Certificate of Compliance
- b. Mill Certificate
- c. Testing Laboratory Certification
- d. Report of Actual Laboratory Test from the Owner's laboratory or from a laboratory satisfactory to the Owner. Samples tested shall be selected by or in the presence of the Owner and the method of testing shall comply with the professional society's standard specifications.

- 5.9.1 (Suppl) The Contractor shall notify the Owner's Representative, sufficiently in advance of other work so as to prevent delays, when work is ready for testing. Unless otherwise stated in Special Conditions, the Contractor shall bear all costs for testing which is implemented in the absence of the Owner's Representative.
- 5.9.2 (Suppl) All tests shall be scheduled to start and terminate during normal work hours on normal workdays. No testing will be scheduled on holidays or weekends unless approved by the Owner's Representative.
- 5.9.3 (Suppl) The Contractor has the right to have tests performed on any material at any time for his own information and job control and at his own cost. The Owner does not assume responsibility for costs of such tests or for giving them consideration when appraising quality of materials.
- 5.10 REMOVAL OF DEFECTIVE WORK: If any materials furnished under this contract are condemned by the Owner and/or Engineer, the Contractor shall, after having received notice from the Owner and/or Engineer to that effect, proceed to remove from the grounds or buildings all condemned materials, whether worked or unworked, and to take down all portions of the work which the Owner and/or Engineer shall be by written notice condemn as unsound or improper or as in any way failing to conform to the Drawings and Specifications, and shall make good all work damaged or destroyed thereby.
- 5.11 ROYALTIES AND PATENTS: The Contractor shall pay all royalties and license fees, and defend all suits or claims for infringement of any patent rights and shall save the Owner and his representatives harmless from loss on account thereof, except that the Owner shall be responsible for all such royalties and license fees and loss when a particular design or process, or the product of a particular manufacturer or manufacturers is specified; provided, however, if the Contractor has reason to believe the design, process or product specified constitutes an infringement of a patent, he shall be responsible for such royalties, license fees and loss unless he promptly gives such information to the Owner and the Engineer.
- 5.11.1 (Suppl) Patent or Copyright Infringement: The contractor will defend at its own expense any action brought against Jefferson County to the extent that it is based on a claim that the items supplied by Contractor infringes a United States patent, copyright or other legal claim, and the Contractor will pay those damages finally awarded against Jefferson County in any such claim, but such defense and payments are conditioned on the following:**
- .1 (Suppl) That the Contractor shall be notified promptly in writing by Jefferson County of any notice of such claims.**
 - .2 (Suppl) The Contractor shall indemnify, defend and hold harmless Jefferson County, its officers, agents and employees from any and all claims and losses occurring or resulting to any and all consultants, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of the Contract, and from any and all claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of the Contract and against liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under the Contract or based on any libelous or other unlawful matter considered in such information. The Contractor is not an employee of Jefferson County. Any**

employees or agents utilized shall be agents or employees of the Contractor. Jefferson County does not have any control, direction of dominion over the Contractor or its agents and/or employees. The Contractor shall solely be responsible for providing and certifies that it can provide the necessary expertise and qualification to perform the services needed hereunder and that the services shall be conducted in strict accordance with currently approved practices.

5.12 EQUAL MATERIALS: It is not the intent of the Specifications to limit materials to the product of any particular manufacturer. Where definite materials, equipment and/or fixtures have been specified by name, manufacturer or catalog number, it has been done so as to set a definite standard and a reference for comparison as to quality, application, physical conformity, and other characteristics. It is not the intention to discriminate against or prevent any dealer, jobber or manufacturer from furnishing materials, equipment, and/or fixtures that meet or exceed the characteristics of the specified items. Substitution of materials shall not be made without prior written approval from the Owner and the Engineer.

5.12.1 The Contractor shall be responsible for any additional costs or delays resulting from having furnished materials, equipment or fixtures other than those specified, and shall reimburse the Owner for any increased design costs resulting from unauthorized substitutions.

5.13 SHOP DRAWINGS AND SAMPLES

5.13.1 Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are prepared by the Contractor or any Subcontractor, manufacturer, supplier or distributor, and which illustrates some portion of the work.

5.13.2 Samples are physical examples furnished by the Contractor to illustrate materials, equipment or workmanship, and to assist in the establishment of standards by which the work will be judged.

5.13.3 The Contractor shall submit, with reasonable promptness and in orderly sequence, all Shop Drawings and Samples required by the Contract Documents, or subsequently required by the Engineer as covered by contract modifications. The Contractor shall review and approve them for compliance with Contract Documents and shall certify that he has done so by stamp, or otherwise, affixed to each copy thereof. Submittal data presented without such certification will be returned without review or other comment, and any delay resulting there from will be the Contractor's responsibility.

5.13.4 Shop Drawings and Samples shall be properly identified, as specified or as the Owner and/or the Engineer may require. At the time of submission, the Contractor shall inform the Owner and the Engineer in writing of any deviation in the Shop Drawings or Samples from the requirements of the Contract Document.

.1 (Suppl) Each sample shall be marked with Contractor's name and address and requisition number.

.2 (Suppl) If not destroyed in examination, samples will be returned to the Contractor, on request, at Contractor's expense

5.13.5 By submitting Shop Drawings and Samples, the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog number and similar data, or will do so, and that he has checked and coordinated each Shop Drawing and Sample with the requirements of the Work and of the Contract Documents and he shall so certify as required by Paragraph 5.14.3.

5.13.6 The Engineer, or the Owner if required by Supplementary General Conditions, will review and approve the Shop Drawings and Samples with reasonable promptness, but only for conformance with the design concept of the project and with the information given in the Contract Documents. The approval of a separate item shall not indicate approval of an assembly in which the item functions. The approval of the Shop Drawings or Samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has informed the Owner and the Engineer in writing of such deviation at the time of submission and the Owner or the Engineer has not objected to the specific deviation. The approval shall not relieve the Contractor from responsibility for error or omissions in the Shop Drawings or Samples.

.1 (Suppl) All submittals will be subject to review and approval by the Owner. Review procedures shall be stated in the Special Conditions.

5.13.7 The Contractor shall make any corrections required and shall resubmit the required number of corrected copies of the Shop Drawings or new Samples of materials until approved. The Contractor shall direct specific attention in writing to any new revisions other than the corrections requested on previous submissions.

5.13.8 No work requiring a Shop Drawing or Sample submission shall be commenced until the submission has been approved. All such work shall be in accordance with approved Shop Drawings and Samples.

5.14 CLEANING

5.14.1 The Contractor shall at all times keep the premises clean and free from accumulation of waste materials or rubbish caused by the Work under his Contract.

5.14.2 Upon completion of the project, and prior to the final inspection, the Contractor shall have the premises in a neat and clean condition.

ARTICLE VI. CONTRACT CHANGES

6.1 CHANGE ORDERS (PURCHASE ORDER CHANGE NOTICE): A Change Order is a written order to the Contractor signed by the Owner and the Engineer, issued after execution of the contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including any adjustment in the Contract Sum or the Contract Time.

6.1.1 The Owner, without invalidating the Contract, may order changes in the work within the general scope of the Contract consisting of additions, deletions or other revisions, and the Contract Sum and the Contract Time will be adjusted accordingly. All such changes in the work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of the contract, an equitable adjustment shall be made and confirmed in writing in a Change Order.

6.1.2 It is recognized by the parties hereto and agreed by them that the Specifications and Drawings may or may not be complete or free from errors, omissions and imperfections or require changes or additions in order for the Work to be completed to the satisfaction of the Owner and that accordingly, it is the express intention of the parties, notwithstanding any other provisions in this Contract, that any errors, omissions or imperfections in such Specifications and Drawings, or any changes in or additions to same or to the work ordered by Owner and any resulting delays in the work or increases in Contractor's costs and

expenses, shall not constitute or give rise to any claim, demand or cause or action of any nature whatsoever in favor of Contractor, whether for breach of contract, quantum meruit, or otherwise; provided however, that Owner shall be liable to Contractor for the sum stated to be due Contractor in any Change Order approved and signed by both parties, it being agreed hereby that such sum, together with any extension of time contained in said Change Order, shall constitute full compensation to Contractor for all costs, expenses and damages to Contractor, whether direct, consequential or otherwise in any wise incident to, arising out of, or resulting directly or indirectly from the work performed by Contractor under such Change Order.

6.1.3 Procedures for administration of Change Orders shall be established by the Owner and stated in Supplementary General Conditions.

- .1 (Suppl) Change in the Construction Contract shall be formally initiated by a Change Order Request detailing requirements of the proposed change for pricing by the Contractor. Except for emergency conditions defined in Article 5.8.2, written acceptance by the Owner will be required for authorization to proceed with the work being changed. The Owner will not be responsible for the cost of such changed work performed by the Contractor without prior written approval, and the Contractor shall be required to remove work so installed if not subsequently approved by Owner.**
- .2 (Suppl) Contractor's proposal for Change Order Work must be supported by itemized accounting of material, equipment and labor prices in sufficient detail to permit analysis by the Engineer and Owner. Photocopies of Subcontractor and significant Contractor proposals shall be furnished when requested by the Owner.**
- .3 (Suppl) The Change Order cost shall be determined by (a) price of materials, equipment and labor necessary for performance of the changed work, and (b) overhead and profit on material, equipment and labor cost.**

Overhead and Profit shall include bonds, insurance, field and office supervisors and assistants, use of small tools, incidental job burdens, and general home office expenses; and no separate allowance will be made therefore. Maximum allowable percentage for Overhead and Profit shall be as follows:

- a. For work performed by the General Contractor's own forces, fifteen percent (15%) of the first \$10,000.00 of material, equipment and labor price of the changed work,; ten percent (10%) of the next \$10,000.00; and seven and one-half percent (7½%) of the balance over \$20,000.00.**
- b. For Subcontracted work, the Subcontractor shall figure his price and overhead and profit as described for General Contractor's work, and to that total price the General Contractor will be allowed to add a maximum of ten percent (10%) of the first \$10,000.00 for materials, equipment and labor price of the changed work; seven and on-half percent (7½%) of the next \$10,000.00; and five percent (5%) of the balance over \$20,000.00.**
- c. For a change resulting in a deduction from the Contract Amount, the credit to be given by the Contractor may be net, and the Contractor may retain his Profit and Overhead calculated at the percentages stated in paragraphs (a) and (b) above.**

d. On changes involving both additions and deletions, Profit and Overhead will be allowed only on net additions.

.4 (Suppl) Unilateral Change Order: A Unilateral Change Order is one issued by the Owner without the full or timely agreement of the Contractor. A Unilateral Change Order shall be issued when the Owner requires a change in the Work within the scope of the Contract and it is impractical for any reason to obtain a price proposal from the Contractor within a reasonable time.

.1 A Unilateral Change Order will state Owner's estimate of the Change Order cost. Upon completion of the change-ordered work, the Contractor shall submit to Owner documented records of the costs incurred by Contractor in Performance of the work, and the final Change Order cost shall be determined by the Owner from such records in accordance with Article 6.1.3.3.

.2 When a Unilateral Change Order has been issued it will have the full force and effect of a contract modification.

.3 If the Contractor objects to a Unilateral Change Order, he shall state in writing his specific objections or points of disagreement within ten (10) calendar days of receipt of such order.

.4 The issuance of a Unilateral Change Order will not prejudice any of the Contractor's rights to make claims or to appeal disputed matters under other applicable provisions of this Contract.

6.1.4 If a Contractor intends to assert a claim for an adjustment of cost or time over and above any adjustment already being granted in a Change Order, he must within fifteen (15) calendar days after receipt of a written Change Order, or oral or written order to proceed with a proposed change under paragraph 6.1, or the furnishing of a written notice under paragraph 6.3.1 submit to the Owner a written statement setting forth in detail the nature and monetary extent of such claim. The fifteen (15) day period of time for the submission of such claim, maybe extended only a by written agreement signed by the Owner. Except for claims based on defects in Specifications furnished by the Owner, no claim for any change under 6.3.1, shall be allowed for any costs incurred more than twenty (20) days before the Contractor gives written notice as therein required; provided that, in the case of defects in Specifications furnished by the Owner, the adjustment in cost shall include only those increased direct costs reasonably and necessarily incurred by the Contractor as a result of such defective Specifications and shall not include Profit or Overhead.

6.1.5 Except as provided above, no order, oral statement, or direction of the Owner or his duly Appointed Representative shall be treated as a change under this article or entitle the Contractor to an adjustment there under.

6.1.6 The Contractor agrees that the Owner or any of its duly Authorized Representatives shall have access and the right to examine any directly pertinent books, documents, papers, and records of the Contractor. Further, the Contractor agrees to include in all its subcontracts a provision to the effect that the Subcontractor agrees that the Owner or any of its duly Authorized Representatives shall have access to and the right to examine any directly pertinent books, documents, papers and records of such Contractor relating to any claim arising from this contract, whether or not the Subcontractor is a part to the claim. The period of access and examination described herein which relates to appeals under the "Disputes" article of this Contract, litigation, or the settlement of claims arising out of the

performance of this Contract shall continue until final disposition of such claims, appeals or litigation.

6.2 **UNIT PRICES:** If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of work proposed will cause substantial inequity to the Owner or the Contractor, the applicable unit prices shall be equitably adjusted as provided in the Supplementary General Conditions.

6.2.1 (Suppl) Each unit price bid by the Contractor shall include all costs applicable to the work, including but not limited to mobilization, labor, material, equipment, plant, supervision, overhead and profit.

6.2.2 (Suppl) Equitable adjustment shall be made upon demand of either party and shall be based upon an increase or decrease in cost due solely to the variation above one hundred fifteen percent (115%) of below eighty five percent (85%)- of the originally specified quantity.

.1 Contractor shall make claim for additional time in accordance with Article VIII.

6.3 CLAIMS FOR ADDITIONAL COSTS

6.3.1 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Owner and the Engineer written notice thereof within fifteen (15) days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with paragraph 5.8.2. No such claim shall be valid unless so made. If the Owner and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by administrative procedures as provided by Supplementary General Conditions. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

6.3.2 If the Contractor claims that additional cost is involved because of, but not limited to, (1) any written interpretation of the Contract Documents, (2) any order by the Owner to stop the work pursuant to paragraph 4.4.2, where the Contractor is not at fault, (3) any written order for a minor change in the work issued pursuant to paragraph 6.5, the Contractor shall make such claim as provided in paragraph 6.3.1.

6.3.3 Review of Contract Document and Project Conditions: The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner pursuant to Article 1.1 and shall at once report to the Engineer errors, inconsistencies or omissions discovered.

.1 Should the contractor or his Subcontractor fail to report to the Engineer known errors, inconsistencies or omissions, and proceeds to perform construction incorporating known error, inconsistency or omission, the Contractor shall assume appropriate responsibility and shall bear appropriate attributable cost for the performance of such construction.

.2 The Owner may assume an intent to circumvent competitive bidding for necessary corrective project work where the Contractor proceeds to perform the Contract and fails to report to the Engineer known errors, inconsistencies, and omissions. In such case, the Owner may choose to award a separate contract for the corrective work.

.3 Claims for time extensions or for extra cost resulting from delayed notice and/or reports of Contract Document errors, inconsistencies or omissions will not be considered by the Owner.

- 6.4 CLAIMS FOR ADDITIONAL TIME: The Contractor shall make claims for additional time in accordance with Article VIII.
- 6.5 MINOR CHANGES: The Engineer, with concurrence of the Owner, will have authority to order minor changes in the work not involving an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order that the Contractor shall carry out promptly.

ARTICLE VII. CONTRACT PAYMENTS

- 7.1 CONTRACT PRICE BREAKDOWN: Upon execution of the contract by the Owner and the Contractor, the Contractor shall submit to the Owner and the Engineer for approval a breakdown of the Contract Price, itemizing the various classification of the work. The breakdown will be used as the basis for the progress payments of the Contract.

7.1.1 (Suppl) Pursuant to Paragraph 5.7.1, a separate pay item shall be included in the job cost breakdown when a trench safety system is to be utilized by the Contractor.

- 7.2 PROGRESS PAYMENTS: Payment will be made to the Contractor upon monthly certificates as provided hereinafter for the work performed, and materials in place or on the site, suitably stored and protected or on other sites agreed to by the Owner and the Contractor.

7.2.1 Once each calendar month, the Owner shall make a progress payment to the Contractor on the basis of the certified estimate, approved by the Engineer, of the work performed during the preceding calendar month under this Contract, including an affidavit that all payrolls, bills for labor, materials, equipment, or other indebtedness connected with such work have been paid or will be paid within thirty (30) days after receipt of the progress payment, or within the period of time required by Article 601f, Texas Civil Statutes; but to insure the proper performance of this Contract, the Owner shall retain not less than ten percent (10%) of the amount of each estimate until final completion and acceptance of all work covered by this contract. After Substantial Completion of the work, the Owner shall, upon application by the Contractor approved by the Engineer, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance of work not fully completed or corrected is less than the retainage stipulated in the Contract Documents, and if bonds have been furnished as provided in Article III, such payment shall be made under the terms and conditions governing final payment, and shall not constitute a waiver of claims. Final payment shall be made after completion of the work by the Contractor in accordance with the Contract Documents.

- .1 (Suppl) The provisions of Article 601f of Texas Civil Statutes apply to payment under this Contract.**
- .2 (Suppl) The Contractor shall, in accordance with Article 601f, Texas Civil Statutes, provide a properly signed Contractor's Progress Payment Affidavit with each requested progress payment.**
- .3 (Suppl) The Contractor shall reference the Purchase Order number, as supplied by the Owner, on each Progress Payment request.**

7.2.2 In preparing estimates all material delivered and labor performed shall be included in the progress upon which payment is based.

- .1 (Suppl) If requested, the Contractor shall provide documents sufficient for Owner to determine quantities of materials for which payment is requested.**

- 7.2.3 The Owner may withhold or, on account of subsequently discovered evidence, nullify that part of any certificate to such extent as may be necessary to protect the Owner from loss on account of:
- .1 Defective work not remedied.
 - .2 Damage to work of another Contractor.
 - .3 Failure to maintain scheduled progress.
 - .4 Receipt of written notice by the Owner of unpaid bills, as stipulated in Sec. 53.232, Property Code, T.C.S., if the Contractor has not provided a payment bond and if the contract sum does not exceed \$25,000.00. Any funds so withheld shall be released to the Contractor if he furnishes a bond for release of lien as provided in Section 53.236, Property Code, T.C.S.
 - .5 Failure to maintain a current record set of "As-build" documents on site.
 - .6 Failure to maintain or to allow Owner's inspection of payroll records at the job site.

When the above grounds are removed, payment will be made for amounts withheld because of them.

- 7.2.4 All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all the terms of the Contract.
- 7.2.5 Payments to the Contractor shall not be construed to release the Contractor or his surety from any obligations under this contract.

ARTICLE VIII. CONTRACT COMPLETION TIME

- 8.1 **NOTICE TO PROCEED:** The contract time will begin on the date designated in the Notice to Proceed issued by the Owner and the Contractor is required to complete the work in the time that is stated in the Contract.
- 8.2 **WORK PROGRESS SCHEDULE:** Within three (3) weeks after receipt of a Notice to Proceed, if requested by the Owner, the Contractor shall submit in duplicate to the Owner and the Engineer for review an estimated progress schedule for the work in relation to the entire project. This schedule shall indicate the dates for the starting and completing the various classifications of construction.
- 8.3 **DELAYS AND EXTENSION OF TIME**
- 8.3.1 The Contractor may be granted an extension of time because of changes ordered in the contract.
- .1 (Suppl) Normal inclement weather for this project location shall be considered to be zero days per year for contract time extension purposes.**
- 8.3.2 Claims for extensions of time must be made in writing within fifteen (15) calendar days after the occurrence of the delay. All time extension claims shall be supported by sufficient written evidence to justify the claim. In the case of a continuing cause of delay, only one claim is necessary. Claims for extensions of time shall be stated in numbers of whole or half calendar days.

8.4 FAILURE TO COMPLETE WORK ON TIME / LIQUIDATED DAMAGES: The time set forth in the Contract for the completion of work is an essential element of the contract. Contractor's failure to complete the work within such time will cause damage to the Owner.

8.4.1 (SUPPL) THE WORK IS CRITICAL TO THE OWNER'S SECURITY AND SAFETY REQUIREMENTS, AND DELAY DAMAGES ARE INCAPABLE OF BEING EXACTLY DETERMINED. THE PARTIES AGREE THAT THE SUM OF \$1,000.00 PER CALENDAR DAY THAT THE WORK IS NOT COMPLETED BY THE CONTRACT TIME IS A FAIR, REASONABLE AND NON-PUNITIVE AMOUNT TO BE CREDITED TO OWNER AS LIQUIDATED DAMAGES FOR SUCH DELAY.

ARTICLE IX. CONTRACT TIME

9.1 The Contractor shall be allowed 270 calendar days to complete the project.

9.2 **CERTIFICATION:** Should the Owner wish to use or occupy a structure, or part thereof, prior to final completion, and the Owner determines that the work, or a designated portion thereof acceptable to the Owner, is Substantially Complete, the Contractor shall prepare for submission to the Engineer a list of items to be completed or corrected. The failure to include any item on such list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents. When the Engineer on the basis of an inspection determines that the work is Substantially Complete, he will then prepare a Certificate of Substantial Completion which shall establish the Date of Substantial Completion; shall state the responsibilities of the Owner and the Contractor for maintenance, heat, utilities, operation of permanent equipment, and insurance; and shall fix the time within which the Contractor shall complete the items listed therein. The Certificate the Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to each of them in such Certificate.

9.3 **ADDITIONAL INSPECTION COSTS:** Contractor shall be charged with any cost for re-inspection resulting from substantial differences between the Contractor's list of items to be completed or corrected and the list of items resulting from the Engineer inspection.

ARTICLE X. CONTRACT FINAL ACCEPTANCE AND PAYMENT

10.1 **NOTIFICATION:** When the work is completed, the Contractor shall notify the Engineer in writing that the work will be ready for final inspection on a definite date. Upon verification by the Engineer that the work is ready for final inspection and acceptance, the Owner will within ten (10) calendar days make a final inspection and, when the work is found acceptable under the Contract Documents and the Contract is fully performed, make a final payment to the Contractor within thirty (30) calendar days after Section 10.2 is complied with by Contractor.

10.2 **FINAL PAYMENT DOCUMENTATION:** Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the Engineer for transmittal to the Owner:

1. An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the Owner or his property might in any way be responsible, have been paid or will be paid or otherwise satisfied within thirty (30) days after receipt of final payment from the Owner, or within the period of time required by Article 601f, Texas Civil Statutes, (T.C.S.); and

2. If required by Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Contract, to the extent and in such form as may be designated by the Owner. If any Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify him against any such claim.

10.3 FINAL PAYMENT: The making of final payment shall constitute a waiver of all claims by the Owner except those arising from:

1. Faulty or defective work appearing or discovered after Substantial Completion;
2. Failure of the Work to comply with the requirements of the Contract Documents; or
3. Terms of any warranties required by the Contract Documents.

Acceptance of Final Payment shall constitute a waiver of all claims by the Contractor against the Owner except those specifically enumerated in writing at the time of final payment.

ARTICLE XI. CONTRACT WARRANTY AND GUARANTEE

11.1 ONE YEAR WARRANTY: Except as otherwise specified, the Contractor warrants and guarantees all work against defect in materials, equipment or workmanship for one (1) year from the date of Final Acceptance by Owner.

11.2 CORRECTION OF DEFECTS: Upon receipt of written notice from the Owner of the discovery of any defects, the Contractor shall remedy the defects and replace any property damaged there from occurring within the Warranty and Guarantee Period. If the Contractor, after notice, fails to proceed promptly and remedy within fifteen (15) calendar days or within another period of time which has been agreed to in writing by Owner in compliance with the terms of the Warranty and Guarantee, the Owner may have the defects corrected and the Contractor and his surety shall be liable for all expenses incurred.

SPECIAL REQUIREMENTS/INSTRUCTIONS

The following requirements and instructions supersede General Requirements where applicable.

1. Bid Requirement

Each bidder should submit as a bid this entire IFB, completed where necessary, for example, the IFB cover sheet, the Price Sheets, etc. Use an opaque envelope, **clearly indicating on the outside the Bid Number, Bid Description**, and marked "SEALED BID". Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB. All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

2. Multiple Vendor Award

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

3. Delivery

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

4. Payment

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

5. Usage Reports

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

6. Insurance

The contractor shall, at all times during the term of this contract, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements

Public Liability	\$300,000.00
Property Damage	\$300,000.00
Bodily Injury	\$300,000.00
Excess Liability	\$1,000,000.00
Workers' Compensation	Statutory Coverage (see attached)

7. Workers' Compensation Insurance

7.1 Definitions:

- 7.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, TWCC-81, TWCC-82, TWCC-83, or TWCC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
 - 7.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
 - 7.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 7.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
 - 7.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
 - 7.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
 - 7.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 7.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 7.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
 - 7.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
 - 7.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

- 7.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 7.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 7.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - 7.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - 7.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - 7.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 7.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 7.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
 - 7.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 7.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 7.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 1.1. – 1.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 7.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 7.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.
8. **Builder's All Risk Insurance: The Contractor shall obtain at his expense on an all risk of physical lost basis, Builder's Risk Insurance coverage including workmanship acceptable to the Owner, n the amount of insurance equal at all times to 100% of the insurable value of materials delivered and labor performed. The policy so issued in the name of the Contractor shall also name his Subcontractors and the Owner as**

additional insured, as their respective interests may appear. The policy shall have endorsements as follows:

“This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises.”

9. Flood Insurance when specified in Supplementary General Conditions.

9.1 (Suppl) Flood insurance will be maintained at same level of coverage as Builder’s All Risk Insurance.

CONTRACTOR'S QUALIFICATIONS

**Required as a statement of qualifications to Jefferson County prior to contract award for
Walter Umphrey State Park Pier Restoration.**

CONTRACTOR:

Firm: _____

Address: _____

City: _____ State: _____ Zip Code _____ Tel. (_____) _____

____ Individual ____ Partnership ____ Corporation incorporated under the laws of the State of _____

With principal place of business in: City _____, State _____

OWNERSHIP

Bidder must provide in the spaces provided below, the name of and individual owner, a sole proprietor and all partners, shareholders, or owners with an ownership interest of at least twenty five percent (25%) of the business entity entering into this contract.

_____	Name	_____	%
_____	Name	_____	%
_____	Name	_____	%
_____	Name	_____	%

FIRM HISTORY:

List firm history including any other business names used.

From _____ to _____ Firm Name _____

Address _____ City _____ State _____

From _____ to _____ Firm Name _____

Address _____ City _____ State _____

From _____ to _____ Firm Name _____

Address _____ City _____ State _____

BIDDER MUST RETURN THIS PAGE WITH OFFER

Has firm, under its current or former name(s), ever failed to complete a project, defaulted on a contract, or been engaged in litigation over a contract?

Yes No - If YES, state particulars of most recent occurrence on separate sheet(s) and attach to this form.

CONSTRUCTION CAPABILITIES:

List construction experience of principle individuals of your organization.

<u>Name</u>	<u>Present Position or Office</u>	<u>Years Experience</u>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

FIRM'S WORK VOLUME: Indicate average annual construction volume \$ _____

Indicate percentage of this volume by construction categories:

Utility Plants	_____ %	Concrete	_____ %	Marine	_____ %
Utility Lines	_____ %	Site Work	_____ %	Other	_____ %
Electrical.....	_____ %	Highway / Roads	_____ %		
Plumbing.....	_____ %	Earthwork	_____ %		

BIDDER MUST RETURN THIS PAGE WITH OFFER

BONDING REFERENCES:

Indicate agency through which bonding requirements will be obtained.

Agency _____ Address _____

City _____ State _____ Zip _____

Agent's Name _____ Tel. (____) _____

Agent(s) with Power of Attorney from Bonding Company (name(s) _____

_____. Expiration Date of Power of Attorney _____

BONDING COMPANY: _____ Address _____

City _____ State _____ Zip _____

Bonding Company representative to contact for verification:

Name _____ Tel. (____) _____

BIDDER MUST RETURN THIS PAGE WITH OFFER

CONSTRUCTION PERFORMANCE RECORD:

List three projects that are at least 30% complete or have been completed within the last two years

1. Project Title or Description _____
Project Location _____
Project Number _____ Contract Amount \$ _____
Project Owner (Firm or Agency) _____
Address _____ City _____ State _____
Owner / Owner's representative familiar with details of the project (name) _____
Telephone (____) _____ Project percent complete ____% if completed, date completed _____

2. Project Title or Description _____
Project Location _____
Project Number _____ Contract Amount \$ _____
Project Owner (Firm or Agency) _____
Address _____ City _____ State _____
Owner / Owner's representative familiar with details of the project (name) _____
Telephone (____) _____ Project percent complete ____% if completed, date completed _____

3. Project Title or Description _____
Project Location _____
Project Number _____ Contract Amount \$ _____
Project Owner (Firm or Agency) _____
Address _____ City _____ State _____
Owner / Owner's representative familiar with details of the project (name) _____
Telephone (____) _____ Project percent complete ____% if completed, date completed _____

I hereby certify that all the information provided above and attached is true and correct.

Name of Firm

Signature of Owner or Officer

Title of Person Signing

Date

BIDDER MUST RETURN THIS PAGE WITH OFFER

SAMPLE AGREEMENT BETWEEN OWNER & CONTRCTOR

STATE OF TEXAS

COUNTY OF JEFFERSON

THIS AGREEMENT, made this _____ day of _____, 2010 by and between **Jefferson County**, herein after called the OWNER, and _____, hereinafter called the CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter described, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete certain project described as **WALTER UMPHREY STATE PARK PIER RESTORATION** for the use and benefit of the OWNER as described in the Bidding and Contract Documents prepared by LEAP Engineering which together with the Contract Documents are made part of the Contract.

The consideration to be paid by the OWNER to the CONTRACTOR for furnishing all the materials, supplies, machinery, equipment, tools, labor, superintendence, insurance, and other accessories and services necessary to complete the said project in accordance with the Contract Documents is the sum of _____ Dollars (\$ _____)

The exclusive venue of any suit brought for any breach of this contract is hereby fixed in and state court of competent jurisdiction in Orange, County, Texas. All payments under this contract shall be due and payable solely in Orange County, Texas.

The said parties for themselves, their heirs, successors, executors, administrators, and assigns, do hereby agree to full performance of the covenants herein contained.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in two (2) counterparts, each of which shall be deemed an original, in the day and year first above written.

CONTRACTOR:

By: _____

_____ Title

OWNER:

JEFFERSON COUNTY

By: _____

_____ Title

PERFORMANCE BOND

STATE OF TEXAS

COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PERSENTS:

That we, _____ as **PRINCIPAL**, and _____ as **SURETY(S)**, are hereby held and firmly bound unto the State of Texas in the penal sum of _____ Dollars \$ _____) for the payment, whereof, the said **PRINCIPAL** and **SURETY(S)** bind themselves, their heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the **PRINCIPAL** entered into a certain contract dated _____, 2009, hereto attached, and made a part hereof, with Jefferson County, to commence and complete certain public works described as **WALTER UMPHREY STATE PARK PIER RESTORATION.**

NOW THEREFORE, the conditions of this obligation are such that, if the **PRINCIPAL** shall faithfully perform the contract in accordance with the plans, specifications, and contract documents, and shall fully indemnify and save harmless Jefferson County from all cost and damage which Jefferson County may suffer by reason of the **PRINCIPAL'S** default or failure to do so and shall fully reimburse and repay Jefferson County all outlay and expense which Jefferson County may incur in making good any such default, then obligation shall be null and void, otherwise it shall remain in full force and effect.

Provided further, that if any legal action be filed upon this bond, venue shall lie exclusively in the county in which the project or work, or any part thereof, is situated, and that the said surety(s) for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed there under, or the Specifications 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, alternation or addition, to the items of the contract or to the work or to the Specifications.

In the event **PRINCIPAL** is in default under the contract as defined herein, **SURETY(S)** shall within fifteen (15) calendar days of determination of such default take over and assume completion of said contract and become entitled to the payment of the balance of the contract price.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____, 2010. The name and corporation seal of each corporate party being hereto affixed and these present duly signed by its undersigned representative pursuant to authority of its governing body.

PRINCIPAL

SURETY

By: _____

By: _____

PAYMENT BOND

STATE OF TEXAS

COUNTY OF JEFFERSON

KNOW ALL MEN BY THESE PERSENTS:

That we, _____ as **PRINCIPAL**, and _____ as **SURETY(S)**, are hereby held and firmly bound unto the State of Texas in the penal sum of _____ Dollars(\$ _____) for the payment, whereof, the said **PRINCIPAL** and **SURETY(S)** bind themselves, their heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the **PRINCIPAL** entered into a certain contract dated _____, 2010, hereto attached, and made a part hereof, with Jefferson County, to commence and complete certain public works described as **WALTER UMPHREY STATE PARK PIER RESTORATION**.

NOW THEREFORE, the conditions of this obligation are such that, if the **PRINCIPAL** shall promptly make payment to all claimants as defined in ARTICLE 5160 REVISED CIVIL STATUTES OF TEXAS, 1925, as amended, supplying labor and materials in the prosecution of the work provided for in said contract and any and all duly authorized changes to said contract that may hereafter be made, notice of such changes to the **SURETY(S)** being hereby waived, then, this obligation shall be null and void, otherwise it shall remain in full force and effect.

Provided further, that if any legal action be filed upon this bond, venue shall lie exclusively in the county in which the project or work, or any part thereof, is situated, and that the said surety(s) for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed there under, or the Specifications 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, alternation or addition, to the items of the contract or to the work or to the Specifications.

This bond is made and entered into solely for the protection of all claimants supplying labor and materials in the prosecution of the work provided for in said contract, and all such claimants shall have a direct right to action under the bond as provided in ARTICLE 5160 REVISED CIVIL STATUTES, 1925, as amended.

In the event **PRINCIPAL** is in default under the contract as defined herein, **SURETY(S)** shall within fifteen (15) calendar days of determination of such default take over and assume completion of said contract and become entitled to the payment of the balance of the contract price.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____, 2010. The name and corporation seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

PRINCIPAL

SURETY

By: _____

By: _____

CONTRACTOR'S PROGRESS PAYMENT AFFIDAVIT

STATE OF TEXAS

COUNTY OF JEFFERSON

BEFORE ME THE UNDERSIGNED AUTHORITY, on this day personally appeared _____ who being duly sworn, on oath, says that he/she is a duly authorized representative of _____ CONTRACTOR, and all terms of the contract for the completion of certain public works described as **WALTER UMPHREY STATE PARK PIER RESTORATION** have been satisfactorily completed to the extent indicated on the attached voucher and that ALL sums of money due for payrolls, bills for material and equipment, and other indebtedness connected with the work for which OWNER or its property might in any way be responsible, to the best of his/her knowledge and belief have been paid or will be paid or otherwise satisfied within ten (10) days after receipt of the requested payment from the OWNER, or within the period of time required by V.T.C.A., GOV. CODE, Section 2251.023.

Affiant agrees to indemnify and hold OWNER harmless from any liens, debts or obligations that arise as a result of labor or materials provided by or through Affiant to the project. Affiant further agrees to indemnify and hold harmless all real property on which the improvements were constructed and all interests in such property, including leasehold interests, from any liens, debts, or obligations arising from any labor or materials provided by or through Affiant to the project.

Signature

Title

Sworn and subscribed before me this _____ day of _____, 2010

Notary Public in and for _____ County, Texas

(SEAL)

Instructions:

Affidavit must be signed by an individual owner, a partner in a partnership, or by a person authorized by bylaws or Board of Directors to sign for a corporation. If CONTRACTOR is a joint venture or partnership of individuals, either may sign, but if a joint venture in which a corporation is a party, separate affidavits must be executed by each corporation and by each individual owner or partnership.

CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

STATE OF TEXAS

COUNTY OF JEFFERSON

BEFORE ME THE UNDERSIGNED AUTHORITY, on this day personally appeared who being duly sworn, on oath, says that he/she is a duly authorized representative of Contractor, and that all terms of the contract for the completion of certain public works described as: **WALTER UMPHREY STATE PARK PIER RESTORATION** have been satisfactorily completed and that ALL sums of money for payrolls, bills for material and equipment, and other indebtedness connected with the work for which OWNER or its property might in any way be responsible, to the best of his/her knowledge and belief, have been paid or will be paid or otherwise satisfied within ten (10) days after receipt of final payment from the OWNER, or within the period of time required by V.T.C.A., GOV. CODE, Section 2251.023. Payments not made in full at the date of this affidavit are listed below.

Affiant hereby waives all claims against the OWNER. (List any exceptions, if "NONE" so state)

Affiant agrees to indemnify and hold OWNER harmless from any liens, debts or obligations that arise as a result of labor or materials provided by or through Affiant to the project. Affiant further agrees to indemnify and hold harmless all real property on which the improvements were constructed and all interests in such property, including leasehold interests, from any liens, debts, or obligations arising from any labor or materials provided by or through Affiant to the project.

Signature

Title

Sworn and subscribed before me this _____ day of _____, 2010

Notary Public in and for _____ County, Texas

(SEAL)

Final payments pending as of the date hereof are: none pending; as listed below:

Individual or Company Name	Mailing Address	Amount Owed

Instructions: Affidavit must be signed by an individual owner, a partner in a partnership, or by a person authorized by bylaws or Board of Directors to sign for a corporation. If CONTRACTOR is a joint venture or partnership of individuals, either may sign, but if a joint venture in which a corporation is a party, separate affidavits must be executed by each corporation and by each individual owner or partnership. In the event subcontractors, laborers, or material-men have not been paid in full, CONTRACTOR shall list hereon the amount owed and the name and address of each subcontractor, laborer, or material-man to whom such payment is owed. Add additional pages if required.

TECHNICAL SPECIFICATIONS

The following requirements and specifications supersede General Requirements where applicable. Contact Karen J. Smith, MBA, Assistant Purchasing Agent (e-mail: ksmith@co.jefferson.tx.us , Phone: 409-835-8593), regarding any questions or comments. Please reference bid number 10-036/KJS.

General Notes

The Contractor will establish the project control point, points, or tangency, PI's (points of intersection), point of curvature (PC, PI, and PT) and bench marks at the beginning and end of the project on plan view only. Contractor shall establish and maintain these points through construction. There will be no separate payment for this work, but it shall be considered subsidiary to various bid items.

The Contractor shall furnish all lines, grades and bench marks, other than those specified above.

The contractor shall have full responsibility for testing all materials incorporated in the project at his sole expense. The testing shall be done according to the "Guide of Sampling and Testing" included in the project specifications. All materials requiring DA and related proctor will have these results before material placed on project.

Contractor shall assume ownership for all designated waste material and dispose of it at a place off of the right of way, as approved by the Engineer.

Ingress and egress to the adjacent property shall be maintained by the Contractor at all times.

The Contractor shall be responsible for any damage to existing pavement, structures, etc. not specified in the contract and repair at Contractor's expense.

Contractor shall procure all the necessary city and/or county permits and licenses.

Contractor shall compute and charge working days in accordance with Article 8.3.A.5 Calendar Day.

All items not specifically covered in these General Notes shall be governed by the TxDOT Standard Specifications Manual, 2004 Edition.

409 Prestressed Concrete Piling

Contractor shall provide shop drawings of all prestressed concrete piles to Engineer for approval.

420 Concrete Structures

Provide Class "S" Concrete for slab.

Provide Class "C" Concrete for cap and bent.

425 Precast Prestressed Concrete Structural Members

Contractor shall provide shop drawings of all prestressed structural members to Engineer for approval.

Bolt connections shall be 1" All Thread Stainless Steel ASTM A193 B8M Class 1.

450 Railing

Pedestrian railing shall be constructed of aluminum.

496 Removing Structures

Contractor to remove all existing timber decking, caps, piles, bracing and joists.

All existing structures removed by the Contractor shall be disposed of by the Contractor.

The cost for hauling off the removed structures shall be paid at the unit price for "Removing Structures", and no other payment or compensation will be due to the Contractor.

531 Sidewalks

Contractor shall remove and replace existing concrete sidewalk as shown on plans. Proposed sidewalk shall be 4" concrete with #3 bar at 12" on center.

620 Electrical Conductors

Contractor shall pull all electrical wire (conductors) through conduit for luminaries.

7000 Removal of Electrical Items

Conduit, luminaires, etc. removed under this item shall become the property of the contractor and shall be disposed of in an acceptable manner.

8000 Installation of Decorative Illumination Assembly

All electrical installations must comply with the most recent versions of all applicable laws, rules, regulations and ordinances of all governing codes and authorities.

It is the responsibility of the Contractor to provide and install an adequate photocell to operate all luminaires. Payment will not be made directly, but will be subsidiary to Bid Item 8000.

**Wage Rates
Highway
Jefferson County (Zone 48)**

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.

GENERAL DECISION: TX20100046 03/12/2010 TX46

Date: March 12, 2010

General Decision Number: TX20100046 03/12/2010

Superseded General Decision Number: TX20080046

Modification Number Publication Date
0 03/12/2010

SUTX2005-005 11/09/2004

**Zone 48
4/8/05
TX-05-48**

Index No.	Classification	
100	Air Tool Operator	
103	Asphalt Heater Operator	
106	Asphalt Raker	11.13
109	Asphalt Shoveler	9.14
112	Batching Plant Weigher	
115	Batterboard Setter	

**Zone 48
4/8/05
TX-05-48**

Index No.	Classification	
118	Carpenter	12.49
124	Concrete Finisher (Paving)	11.38
130	Concrete Finisher (Structures)	10.80
136	Concrete Rubber	9.00
139	Electrician	21.79
148	Fireman	
150	Flagger	9.42
151	Form Builder/Setter, Structures	10.50
157	Form Liner (Paving & Curb)	11.75
160	Form Setter (Paving & Curb)	10.51
172	Laborer (Common)	9.15
175	Laborer (Utility)	9.81
178	Lineperson	
181	Groundperson	
184	Manhole Builder	9.00
187	Mechanic	13.72
193	Oiler	12.12
194	Servicer	10.96
196	Painter (Structures)	15.54
202	Piledriverman	12.22
205	Pipelayer	9.49
211	Pneumatic Motor Operator	
214	Blaster	
300	Asphalt Distributor Operator	10.94
303	Asphalt Paving Machine Opr.	12.01
305	Broom or Sweeper Operator	11.19
306	Bulldozer Operator	11.81
315	Conc. Pav. Curing Machine Opr.	10.00
318	Conc. Pav. Finishing Mach. Opr.	13.07
321	Conc. Pav. Form Grader Opr.	
324	Conc. Pav. Gang Vibrator Opr.	
326	Conc. Pav. Grinder Opr.	
327	Conc. Pav. Joint Machine Opr.	
329	Conc. Pav. Joint Sealer Opr.	11.00
330	Conc. Pav. Float Opr.	
333	Conc. Pav. Saw Opr.	12.75
336	Conc. Pav. Spreader	11.29
339	Conc. Pav. Sub-Grader Opr.	
340	Reinf. Steel Machine Operator	
341	Slip-Form Machine Operator	11.07
342	Crane, Clamshell, Backhoe Derrick, Dragline, Shovel Operator	
351	Crusher or Screen Plant Opr.	12.71
354	Elevating Grader	11.29
357	Form Loader	
360	Foundation Drill Opr. Crawler Mt.	15
363	Foundation Drill Opr. Truck Mt.	12.73

**Zone 48
4/8/05
TX-05-48**

Index No.	Classification	
369	Front End Loader	10.65
375	Hoist (Double Drum & Less)	
378	Hoist (Over 2 Drums)	
380	Milling Machine Opr.(Fine Grd)	13.17
381	Mixer Operator	10.33
387	Mixer Opr.(Concrete Paving)	
390	Motor Grader Opr. Fine Grade	11.67
393	Motor Grader Operator, Rough	13.13
396	Pavement Marking Machine	8.18
397	Planer Operator	
399	Pump Crete	
402	Roller Opr., Std. Wheel (Plant Mix Pav)	11.07
405	Roller Opr., Std. Wheel (Flat Whl/Tamp)	10.43
408	Roller Opr., Pneumatic (Self-Propell)	9.91
411	Scraper Operator	9.92
417	Self-Propelled Hammer Opr.	
419	Side Boom	
422	Tractor Operator (Crawler Type)	13.00
428	Tractor Operator (Pneumatic)	10.07
434	Traveling Mixer Operator	11.00
437	Trenching Machine, Light	
440	Trenching Machine, Heavy	
442	Tunneling Machine Operator	
443	Wagon Drill, Boring Machine, Post Hole Driller Operator	
500	Reinforcing Steel Setter (Pav.)	15.14
503	Reinforcing Steel Setter (Str.)	13.87
	Reinforcing Steel Setter (Str. & Pav.)	
509	Structural Steel Worker	12.13
513	Sign Erector	
515	Spreader Box Operator	11.12
518	Swamper	
520	Work Zone Barricade Servicer	9.94
522	Sign Installer (PGM)	8.54
600	Truck Driver Single Axle, Light	10.07
603	Truck Driver Single Axle, Heavy	10.65
606	Truck Driver(Tandem Axle/ Semi)	10.25
609	Truck Driver Lowboy-Float	13.16
612	Truck Driver Transit-Mix	
615	Truck Driver Winch	
700	Vibrator Operator (Hand Type)	
703	Weigher (Truck Scales)	
706	Welder	
707	Slurry Seal Machine Operator	
708	Micro-Surfacing Machine Opr.	

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) hour per week

SPECIAL PROVISION

000---004

**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 (percent):	Goals for female participation in each trade (percent):
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
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	49.4	Rains	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	18.9		
Washington	27.4		

SPECIAL PROVISION
000---005
Disadvantaged Business Enterprise in Federal-Aid Construction

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 Construction", 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 Construction.

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. Consequently, the DBE requirements of 49 CFR Part 26, and the Department's DBE Program, apply to this contract as follows:
 - a. The Contractor will offer DBEs, as defined in 49 CFR Part 26, Subpart A and the Department's DBE Program, the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the Contractor shall make a good faith effort to meet the DBE goal for this contract.
 - b. 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.
 - c. The requirements of this Special Provision shall be physically included in any subcontract.
 - d. After a conditional award is made to the low bidder, the Department will determine the adequacy of a Contractor's efforts to meet the contract goal, within 10 working days from receipt of the information outlined in this Special Provision under Subarticle 3, "Contractor's Responsibilities". If the requirements of Subarticle 3 are met, the conditional situation will be removed and the contract will be forwarded to the Contractor for execution.
 - e. A person or firm may file a written complaint regarding a violation of this Special Provision, including discrimination. The complaint must be filed, with the Department's Director of the Construction Division, within 90 days of an

alleged discrimination or a violation of this Special Provision or after the date on which a continuing course of conduct in violation of this Special Provision was discovered.

2. Definitions

- a. “Department” means the Texas Department of Transportation.
- b. “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).
- c. “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.
- d. “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.
- e. “Disadvantaged Business Enterprise” or “DBE” means a firm certified through the Texas Unified Certification Program in accordance with 49 CFR Part 26.
- 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. “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.
- i. “Broker” is an intermediary or middleman that does not take possession of a commodity or act as a regular dealer selling to the public.
- j. “Race-neutral DBE Participation” means any participation by a DBE through customary competitive procurement procedures.
- k. “Race-conscious” means a measure or program that is focused specifically on assisting only DBEs, including women-owned businesses.

- l. “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 Contractor
 - a. After conditional award of the contract, the Contractor shall submit a completed Form No.SMS.4901, “DBE Commitment Agreement” for each DBE he/she intends to use to satisfy the DBE goal so as to arrive in the Department’s Construction Division, Business Opportunity Programs Section in Austin, Texas not later than 5:00 p.m. on the 10th working day after the conditional award of the contract. When requested, additional time, not to exceed 15 working days, 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 No. SMS.4902.
 - c. A Contractor who cannot meet the contract goal, in whole or in part, shall document the good faith efforts taken to obtain DBE participation. 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 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 by making a portion of the work available to DBE subcontractors and suppliers and selecting those portions of the work or material needs consistent with the available DBE subcontractors and suppliers.
 - The ability or desire of the Contractor to perform the work of a contract with its own organization does not relieve the Contractor’s responsibility to make a good faith effort. Additional costs involved in finding and using DBEs is not in itself sufficient reason for a Contractor’s failure to meet the contract DBE goal, as long as such costs are reasonable. 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.
 - 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 Director of the Business Opportunity Programs Section 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 Construction Division.
- 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 Construction Division, Business Opportunity Programs Section, Texas Department of Transportation, 125 E. 11th Street, Austin, Texas 78701-2483.
- f. The Contractor shall make all reasonable efforts to honor commitments to DBE subcontractors named in the commitment submitted under Subarticle 3. a. of this Special Provision. Prior to terminating or removing a DBE subcontractor named in the commitment, the Contractor must demonstrate to the satisfaction of the Department that the originally designated DBE was not able or willing to perform.
- 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 No.4901, "DBE 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, DBE joint ventures and DBE truck-owner operators 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 Construction Division, Business Opportunity Programs Section. An update of the Directory can be found on the Internet at <http://www.dot.state.tx.us/business/tucpinfo.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 Subarticle 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. DBE participation shall be counted toward meeting the DBE goal in this contract in accordance with the following:
 - a. Once a firm is determined to be an eligible DBE, 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. Contractor may count toward its DBE goal contract fees paid to disadvantaged truck owner-operators provided the following requirements are met:
 - (1) The Contractor furnishes the Area Engineer the following information on each owner-operator to be used:
 - (a) Name of owner-operator
 - (b) Social security number
 - (c) DBE vendor number
 - (2) The record of payments to each disadvantaged Truck Owner-Operator, whether paid by the prime Contractor or one of his subcontractors, must be attached to the prime Contractor's monthly report for the respective month to receive credit toward the DBE goal.
 - c. 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 in the work of a contract or purchase order. A DBE is considered to perform a commercially useful function 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 commercially useful function, 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.

- (2) A DBE does not perform a commercially useful function 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 commercially useful function

- (3) A DBE trucking firm is considered to be performing a commercially useful function 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 certified disadvantaged truck owner-operators. The Contractor receives credit for the total value of the transportation services provided by the lessee.
 - (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 commercially useful function, the DBE may present evidence to rebut this presumption.

- d. 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 provision of the materials and supplies.

- (1) The Contractor may count its entire expenditure to a DBE manufacturing material supplier. In order to be considered a manufacturing material supplier, a DBE must conform to the definition given in Subarticle 2. f. of this Special Provision. Should the DBE firm obtain the final product(s) provided to the Contractor from a source other than its own factory or establishment, then the DBE firm, for that case, will not be considered to be a manufacturing material supplier and its supply work will be credited toward the DBE goal using an adjustment percentage no greater than that used for a regular dealer.
 - (2) The Contractor may count 60% of its expenditures to a DBE regular dealer. In order to be considered a regular dealer, a DBE must conform to the definition given in Subarticle 2. g. of this Special Provision.
- e. A Contractor may count toward its DBE goal the following expenditures to DBE firms that are not manufacturing material suppliers or regular dealers, provided that the expenditures are determined by the Department to be reasonable and not excessive as compared with expenditures customarily allowed for similar services:
- (1) The fees or commissions charged by a DBE for providing a bona fide service, such as professional, technical, consultant, or managerial services, and assistance in the procurement of materials, or supplies required for the performance of the contract.
 - (2) The fees or transportation charges for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies.
 - (3) The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract.
- f. If the Contractor chooses to assist a DBE firm, other than a manufacturing material supplier or regular dealer, by assuring payment for the materials to be placed in the DBE's work through the use of two-party checks, then the material supplier must invoice the DBE firm. The material supplier may be paid by remittance from the DBE firm, or the Contractor, may, upon presentation of the invoice from the DBE firm, issue remittance to the DBE firm and the material supplier jointly. No funds shall go directly from the Contractor to the material supplier. The DBE firm may accept or reject this joint checking arrangement and the contractor must obtain approval from the Department prior to implementing such an arrangement. No credit will be given toward the DBE goal for the cost of the DBE's required materials that are paid by the Contractor directly to the material supplier.
- g. No credit will be given toward the DBE goal for the cost of materials placed by a DBE firm or for the cost of equipment leased or rented and used in the DBE firm's work when payment for those costs is affected by making a deduction from the prime Contractor's payment(s) to the DBE firm.

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. 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 No. SMS.4903, "DBE or HUB Progress Report," is to be used for monthly reporting. Form No. SMS.4904, "DBE or HUB 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 Construction Division, Business Opportunity Programs Section 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. Monthly reports for Truck Owner-Operators should be in the form of a list of Truck Owner-Operators paid that month, including Vendor Number and the amount of payment made to each.
- d. 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.
- e. Prior to receiving final payment, the Contractor shall submit Form No. SMS.4904, "DBE or HUB Final Report". If the DBE goal requirement is not met, documentation supporting Good Faith Efforts, as outlined in Subarticle 3. c. of this Special Provision, must be submitted with the "DBE Final Report."

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 Contractor's providing work crews and equipment to DBEs is prohibited. The occasional formal leasing of a major piece of equipment with or without operator by the prime Contractor to a DBE will be considered on a case-by-case basis by the Department. However, the cost of equipment the DBE leases from the prime contractor or its affiliate will not be counted toward the DBE 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.

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 or HUB participation on projects with no DBE goal shall be reported on Form No. SMS.4903, "DBE or HUB Progress Report" and submitted to the Area Engineer annually by the 30th of September or at project completion, whichever comes first. Payments to DBEs reported on Form No. SMS.4903 are subject to the requirements of Article A, Subarticle 5, "Determination of DBE Participation."

The Contractor and any subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts financed in whole or in part with Federal funds.

These requirements shall be physically included in any subcontract.

Failure to carry out the requirements set forth above shall constitute a material breach of this contract and, may result in termination of the contract by the Department or other such remedy as the Department deems appropriate.

SPECIAL PROVISION

000---006

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---007
Special Labor Provisions for State Projects

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

The Texas Transportation Commission has ascertained and indicated in the special provisions the regular rate of per diem wages prevailing in each locality for each craft or type of worker. Apply the wage rates contained in the specifications as minimum wage rates for the Contract.

Minimum Wages, Hours and Conditions of Employment. All workers necessary for the satisfactory completion of the work are within the purview of the Contract.

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

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

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

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

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

The provisions apply where work is performed by piece work, station work, etc. The minimum wage paid shall be exclusive of equipment rental on any shipment which the worker or subcontractor may furnish in connection with his work.

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

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

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

The general rates of per diem wages prevailing in this locality for each class and type of workers whose services are considered necessary to fulfill the contract are indicated in the special provisions, and these rates govern as minimum wage rates on this contract. A penalty of \$60.00 per calendar day or portion of a calendar day for each worker that is paid less than the stipulated general rates of per diem wages for any work done under the Contract will be deducted. The Department, upon receipt of a complaint by a worker, will determine within 30 days whether good cause exists to believe that the Contractor or a Subcontractor has violated wage rate requirements and notify the parties involved of the findings. Make every effort to resolve the alleged violation within 14 days after notification. The next alternative is submittal to binding arbitration in accordance with the provisions of the Texas General Arbitration Act (Art. 224 et seq., Revised Statutes).

Notwithstanding any other provision of the Contract, covenant and agree that the Contractor and its Subcontractors will pay each of their employees and contract labor engaged in any way in work under the Contract, a wage not less than what is generally known as the “federal minimum wage” as set out in 29 U. S. C. 206 as that Statute may be amended from time to time.

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

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

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

- (a) Quantity of piece work performed.
- (b) Price paid per piece-work unit.
- (c) Total hours employed.

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

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

SPECIAL PROVISION
000---009
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
420---002
Concrete Structures

For this project, Item 000, “Disadvantaged Business Enterprise in Federal-Aid Construction,” 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

Ss = Specified design strength

Sa = Actual strength from cylinders or cores

Bp = Unit bid price

SPECIAL PROVISION
425---001
Precast Prestressed Concrete Structural Members

For this project, Item 000, “Disadvantaged Business Enterprise in Federal-Aid Construction,” 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 425.2. Materials is supplemented by the following:

For bridges with Type Tx28, Tx34, Tx40, Tx46, Tx54, Tx62 and/or Tx70 prestressed concrete girders, the contractor can submit an alternate design for approval using other TxDOT prestressed concrete girder shapes . Alternate designs must be signed, sealed, and dated by a Licensed Professional Engineer and submitted to the Engineer for review and approval. Use the same live load as the original design and adhere to the current versions of the AASHTO LRFD Bridge Design Specifications and the TxDOT LRFD Bridge Design Manual. Alternate bridge designs can differ from the original design only by type of girder used. Do not raise the roadway grade or lower the structure bottom chord elevation to accommodate the alternate girders. No other changes to the original geometry, including bent locations, are allowed. Substructure re-design may be necessary to accommodate the alternate girders.

Article 425.5. Payment is supplemented by the following:

No additional compensation will be made for alternate designs or for any increase in quantities required to accommodate alternate designs, including quantities paid for under other Items.

SPECIAL PROVISION
450---001
Railing

For this project, Item 000, “Disadvantaged Business Enterprise in Federal-Aid Construction,” 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 450.2. Materials is supplemented with the following:

Where epoxy anchors are allowed or required, provide an approved Type III, Class C epoxy in accordance with DMS-6100, “Epoxies and Adhesives,” for installing drilled and epoxied rail anchorage reinforcement or rail anchor bolts. Use other materials if shown in the plans. Provide only dual cartridge epoxy systems mixed with a static mixing nozzle supplied by the epoxy adhesive manufacturer and dispensed with a tool supplied by the epoxy adhesive manufacturer. Do not use bulk epoxies. Drill and install anchorage reinforcement or anchor bolts to the embedment depth shown in the plans or the depth recommended by the manufacturer, whichever is deeper. No additional payment will be made for providing embedment deeper than shown in the plans. If no resistance or embedment depth is specified in the plans, select an embedment depth capable of developing the yield strength of the steel anchor.

Article 450.3. Construction, Section B. Concrete Railing. The last paragraph is voided and replaced by the following:

Obtain approval to slipform railing. Slipforming equipment must be approved. Do not slipform railing with cast-in-place anchor bolts unless noted otherwise. Provide additional reinforcing, at Contractor’s expense, as needed to prevent movement of the reinforcement cage. Clear cover and epoxy coating requirements for additional reinforcement are the same as shown for the rail reinforcement. The rail reinforcing cage may be tack welded to the rail anchorage reinforcement provided the rail and anchorage reinforcement are not epoxy coated and weld locations measured along the rail are no closer than 3 ft. If epoxy coated reinforcement is required for the railing proposed to be slipformed, tie all bar intersections. Provide a wire line to maintain vertical and horizontal alignment of the slipform machine. Attach a grade line gauge or pointer to the machine so a continuous comparison can be made between the rail being placed and the established grade line. Rails or supports at the required grade are allowed instead of sensor controls. Prior to placing concrete, make one or more passes with the slipform over the rail segment to ensure proper operation and maintenance of grades and clearances. Provide slipformed rail within a vertical and horizontal alignment tolerance of +/- ¼ in. in 10 ft. Construct rail with a smooth and uniform appearance. Consolidate concrete so it is free of honeycomb. Provide concrete with a consistency that will maintain the shape of the rail without support. Minimize starting and stopping of the slipform operation by ensuring a continuous supply of concrete.

Do not exceed the manufacturer’s recommended speed for the slipform machine. If slipforming causes movement of the reinforcement such that plan clearances are not achieved, stop slipforming and take remedial action. Remove and replace unsatisfactory slipformed rail at the Contractor’s expense.

Install epoxy adhesive anchorages in accordance with the manufacturer’s instructions including hole size, drilling equipment and method, hole cleaning equipment and method, mixing and dispensing epoxy, and anchor insertion. Do not alter the manufacturer’s mixing nozzle or dispenser. Anchorage bars or bolts must be clean and free of grease, oil, or any other foreign material. Do not weld to an anchor bar or anchor bolt that is anchored with epoxy adhesive. Do not expose rail to traffic until epoxy adhesive has cured.

Article 450.3. Construction, Section C. Tests is supplemented with the following:

The Engineer will select three anchor bars or bolts of the first day’s production to be tested after the epoxy has cured. Test the bars or bolts in the presence of the Engineer in accordance with ASTM E 1512,

using a restrained test, to evaluate the epoxy adhesive's bond strength. Verify that the anchor bars or bolts develop the required pullout resistance in the plans or 75 percent of the yield strength of the bars or bolts, whichever is less, without a bond failure of the epoxy. The Engineer may require additional tests during production. If any of the tests do not meet the required test load, perform corrective measures to provide adequate capacity. Repair damage from testing.

Article 450.5. Payment is voided and replaced with 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 "Railing" of the type specified. This price will be full compensation for furnishing, preparing, and placing concrete, expansion joint material, reinforcing steel, structural steel, aluminum, cast steel, pipe, anchor bolts or bars, testing of epoxy anchors, and all other materials required in the finished railing; removal and disposal of salvageable materials; and hardware, paint and painting of metal railing, galvanizing, equipment, labor, tools, and incidentals.

SPECIAL PROVISION
500---005
Mobilization

For this project, Item 000, “Disadvantaged Business Enterprise in Federal-Aid Construction,” 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, performance, or retainage 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.

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
620---001
Electrical Conductors

For this project, Item 000, “Disadvantaged Business Enterprise in Federal-Aid Construction,” 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 620.2 Materials. The fourth and fifth paragraphs are void and replaced by the following:

Use white insulation for grounded (neutral) conductors, except that grounded conductors AWG No. 4 and larger may be black with white tape marking at every accessible location. Do not use white insulation or marking for any other conductor except control wiring specifically shown on the plans.

Ensure that insulated grounding conductors are green except that insulated grounding conductors AWG No. 4 and larger may be black with green tape marking at every accessible location. Do not use green insulation or marking for any other conductor except control wiring specifically shown on the plans.



GUIDE SCHEDULE OF SAMPLING AND TESTING

NOVEMBER 2007

Using the Guide Schedule to Establish a Project Testing Plan

Research of sampling and testing rates listed for project tests in the following Guide Schedule show that the Department's and the Contractor's risk of either rejecting "good" material or accepting "bad" material range from 20% to 40%.

To reduce this risk, we recommend that the sampling rate be increased during initial production. A four-fold increase in testing frequency will generally reduce risk to approximately 5%. The intent of increasing testing at the start of production is to insure that the Contractor's processes are in control and to establish acceptability requirements early.

There is a need to increase the frequency of testing for high-variability materials and when testing results do not meet specifications. The Engineer may require the Contractor to reimburse the Department for costs resulting from failing test results, in accordance with the specifications.

Materials incorporated in TxDOT projects are subjected to various quality assurance procedures such as testing (as outlined in this document), certification, quality monitoring, approved lists, etc. To establish a testing plan for the project, the Engineer and testing staff should familiarize themselves with materials to be used before work begins by reviewing the specifications, the "Materials Directory" and SiteManager's "Assistant," and this document. Discuss material testing requirements with the Contractor and relay the project testing plan, as appropriate.

Other testing required by the specifications, but not shown in the Guide Schedule, should be performed at a frequency necessary to provide adequate confidence that materials meet specifications. These other testing requirements should be included in the testing plan.

NOTE: When a project test fails but the product is accepted, the reasons for acceptance must be documented by the Engineer on the "Letter of Certification of Materials Used."

Assuring the quality of the product and proper incorporation of materials into the project begins with proper sampling practices. Sampling, testing, and construction inspection must be performed collaboratively to assure the specific attributes of the finished product reflect quality workmanship. Sampling guidance for hot-mixed asphalt is contained in Tex-225-F, Random Selection of

Bituminous Mixture Samples, and the respective specification for that material. All remaining materials are covered by method and materials specifications, to which the following applies.

Since the Department performs all project acceptance testing, Contractor test results are not used in the acceptance decision. As such, the Department is verifying the quality of the product as opposed to the quality of the Contractor's test result.

For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows:

- Soils/flexible base: Vary sampling between stockpiling operations, completed stockpile, windrow, and project site. Vary the time of day sampling is performed.
- Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.
- Concrete (structural and miscellaneous): Always sample as near as practicable to the point of placement. For strength testing, vary the time of day or the number of truck from which the concrete is sampled. Tests for slump, air, and temperature should be done often to ensure the consistent control of the concrete production.

***This Guide Schedule, effective November 2007,
is applicable to all contracts associated with the 2004 Standard Specifications.***

This is a guide for minimum sampling and testing. Testing frequency may need to be increased for high material variability or when test results approach specification limits.

GUIDE SCHEDULE OF SAMPLING AND TESTING (Per Contract)

**TABLE I
EMBANKMENTS, SUBGRADES, BACK FILL, AND BASE COURSES**

Material or Product	Test for	Test Number	PROJECT TESTS		Remarks	
			Location or Time of Sampling (D)	Frequency of Sampling		
EMBANKMENT (CUTS & FILLS)	Liquid Limit (A)	Tex-104-E	During stockpiling operations, from completed stockpile, or project site (B)	Materials with $PI \leq 15$: 10,000 cu. yd. Materials with $PI \geq 15$: 5,000 cu. yd.	For type A embankment or when required by the plans. This test may be waived for embankment cuts as directed by the Engineer. Determine a new liquid limit and plasticity index for each different material or notable change in material.	
	Plasticity Index (A)	Tex-106-E				
	Linear Shrinkage	Tex-107-E	During stockpiling operations, from completed stockpile, or project site (B)			This test is only required when the liquid limit is not attainable, when performed in accordance with Tex-104-E.
	Gradation	Tex-110-E	During stockpiling operations, from completed stockpile, or project site (B)	Each 10,000 cu. yd.		When shown on plans. This test may be waived for embankment cuts, as directed by the Engineer.
	Moisture/Density	Tex-114-E	During stockpiling operations, from completed stockpile, or project site			Not required for cuts or ordinary compaction. Determine a new optimum moisture and maximum density for each different material or notable change in material.
	In-place Density (A)	Tex-115-E	As designated by the Engineer	Fill: each 5,000 cu. yd. or 5000 lin. ft., min 1 per lift. Cut: each 6000 lin. ft.		Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E for each different material or notable change in material and adjust the density accordingly. Materials such as RAP, gypsum and iron ore tend to bias the counts for nuclear density.

This is a guide for minimum sampling and testing. Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE I (Continued)

EMBANKMENTS, SUBGRADES, BACK FILL, AND BASE COURSES

Material or Product	Test for	Test Number	PROJECT TESTS		Remarks
			Location or Time of Sampling (D)	Frequency of Sampling	
RETAINING WALL (NON-SELECT BACKFILL)	As shown above for Embankment (Cuts and Fills)		As shown above for Embankment (Cuts and Fills)	As shown above for Embankment (Cuts and Fills)	
RETAINING WALL (SELECT BACKFILL)	Gradation	Tex-110-E	During stockpiling operations, from completed stockpile, or project site (B)	Each 5,000 cu. yd.	
	Resistivity (A)	Tex-129-E	During stockpiling operations, from completed stockpile, or project site (B)	Each 5,000 cu. yd.	For material with resistivity between 1500 and 3000 ohm-cm, determine chloride and sulfate content, as specified in Item 423.
	pH (A)	Tex-128-E	During stockpiling operations, from completed stockpile, or project site (B)	Each 5,000 cu. yd.	
	Soundness	Tex-411-A	During stockpiling operations, from completed stockpile	As directed by the Engineer	Test when backfill sources appear to contain particles such as shale, caliche, or other soft, poor-durability particles.
	In-place Density (A)	Tex-115-E	As designated by the Engineer	One per backfill lift, per wall	For walls greater than 500 ft. in length, perform one test lift for every 500 ft. in length. Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E for each different material or notable change in material and adjust the density accordingly.

This is a guide for minimum sampling and testing. Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE I (Continued)

EMBANKMENTS, SUBGRADES, BACK FILL, AND BASE COURSES

Material or Product	Test for	Test Number	PROJECT TESTS		Remarks
			Location or Time of Sampling (D)	Frequency of Sampling	
UNTREATED BASE COURSES	Liquid Limit (A)	Tex-104-E	During stockpiling operations, from completed stock-pile, or windrow (B)	Each 5,000 cu. yd.	
	Plasticity Index (A)	Tex-106-E	During stockpiling operations, from completed stock-pile, or windrow (B)	Each 5,000 cu. yd.	
	Linear Shrinkage	Tex-107-E	During stockpiling operations, from completed stock-pile, or windrow (B)		This test is only required when the liquid limit is not attainable, when performed in accordance with Tex-104-E.
	Gradation (A)	Tex-110-E	During stockpiling operations, from completed stock-pile, or windrow (B)	Each 5,000 cu. yd.	
	Moisture/ Density	Tex-113-E	During stockpiling operations, from completed stock-pile, or windrow	Each 20,000 cu. yd.	Not required for ordinary completion.
	Wet Ball Mill (A)	Tex-116-E	During stockpiling operations, from completed stock-pile, or windrow	Each 20,000 cu. yd.	As required by the plans.
	Triaxial (A)	Tex-117-E	During stockpiling operations, from completed stock-pile, or windrow	Each 20,000 cu. yd.	As required by the plans. When base material is from a source where the District has a record of satisfactory triaxial results, the frequency of testing may be reduced to one per 30,000 C.Y. If any one test falls below the minimum value required, the frequency of testing will return to the original frequency of 20,000 C.Y.

This is a guide for minimum sampling and testing. Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE I (Continued)

EMBANKMENTS, SUBGRADES, BACK FILL, AND BASE COURSES

			PROJECT TESTS		
Material or Product	Test for	Test Number	Location or Time of Sampling (D)	Frequency of Sampling	Remarks
UNTREATED BASE COURSES (Continued)	In-place Density (A)	Tex-115-E	As designated by the Engineer	Each 3,000 cu. yd. or 3000 lin. ft., min 1 per lift	Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E for each different material or notable change in material and adjust the density accordingly. Materials such as RAP, gypsum and iron ore tend to bias the counts for nuclear density gauges.
	Moisture Content	Tex-103-E	As designated by the Engineer	Each 3,000 cu. yd.	
	Thickness (A)	Tex-140-E	As designated by the Engineer	Each 3,000 cu. yd.	Not required where survey grade control documents compliance.
TREATED SUBGRADE AND BASE COURSES New Base Material	As shown above for untreated base (A)		As shown above for untreated base, prior to the addition of stabilizer	As shown above for untreated base.	When central mix site or plant is used, windrow sampling may be waived.
TREATED SUBGRADE AND BASE COURSES Lime	Compliance with DMS-6350		During delivery to project	Hydrated Lime: 1 per project Commercial Lime Slurry: each 200 tons of lime or fraction thereof. Carbide Lime Slurry: each 100 tons of lime or fraction thereof. Quick Lime: 1 per project	All lime sources must be on TxDOT's Lime Quality Monitoring Program as described in DMS-6330. Sample frequency for Carbide Lime Slurry may be increased as directed by the Engineer.
TREATED SUBGRADE AND BASE COURSES Cement	Compliance with DMS-4600		Railroad car, truck, or cement bins	Each 2,000 bbls. For each type and brand	Sampling and testing may be waived when the source is listed in the current Material Product List for Cement. (C)

This is a guide for minimum sampling and testing. Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE I (Continued)

EMBANKMENTS, SUBGRADES, BACK FILL, AND BASE COURSES

			PROJECT TESTS		
Material or Product	Test for	Test Number	Location or Time of Sampling (D)	Frequency of Sampling	Remarks
LANDSCAPE Compost	Compliance with DMS-6360		During delivery to project	One per project	Use procedures from CSTM&P approved sources listed in the Material Producer List for Compost. Producers not on the MPL must be tested and approved prior to use.
TREATED SUBGRADE AND BASE COURSES (Continued) Fly Ash Material	Compliance with DMS-4615		Project samples at location designated by the Engineer	1 per project	Only materials from CSTM&P approved sources listed in the Material Producer List for Fly Ash will be accepted.
TREATED SUBGRADE AND BASE COURSES (Continued) Complete Mixture	Pulverization Gradation	Tex-101-E Part III	Roadway, after pulverization and mixing	As necessary for control	At the beginning of the project, one test must be made for each 4500 cu yd or 6000 tons until the Engineer is satisfied that acceptable pulverization results are being obtained.
	Moisture Content	Tex-103-E	As designated by the Engineer	Each 3000 cu yd	Determine the appropriate moisture/density curve for each different material or notable change in material.
	In-place Density (A)	Tex-115-E	As designated by the Engineer	Each 3000 cu. yd. or 3000 lin. ft., min 1 per lift	Determine the appropriate moisture/density curve for each different material or notable change in material. Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E for each different material or notable change in material and adjust the density accordingly. Stabilizers and materials such as RAP, gypsum and iron ore tend to bias the counts for nuclear density gauges.
	Thickness (A)	Tex-140-E	As designated by the Engineer	Each 3000 cu yd	Not required where survey grade control documents are used for compliance.

This is a guide for minimum sampling and testing. Testing frequency may need to be increased for high material variability or when test results approach specification limits.

Footnotes

- A When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the SiteManager Remarks field.
- B Engineer will select any of these locations or any combinations thereof with the provision that at least one out of ten consecutive samples will be taken at the project site (from the windrow for treated and untreated bases and embankments when possible).
- C Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
- D For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows:
 - Soils/flexible base: Vary sampling between stockpiling operations, completed stockpile, windrow, and project site. Vary the time of day sampling is performed.
 - Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.

This is a guide for minimum sampling and testing. Testing frequency may need to be increased for high material variability or when test results approach specification limits.

GUIDE SCHEDULE OR SAMPLING AND TESTING (Per Contract)

**TABLE IA
ASPHALT STABILITY BASE
(Plant Mix)**

			PROJECT TESTS		
Material or Product	Test for	Test Number	Location or Time of Sampling (D)	Frequency of Sampling	Remarks
AGGREGATE	Gradation (A)	Tex-110-E	During stockpiling operations, from completed stockpile, or prior to mixing	Each 5000 cu. yd.	
	Liquid Limit (A)	Tex-104-E	During stockpiling operations, from completed stockpile, or prior to mixing	Each 5000 cu. yd.	
	Plasticity Index (A)	Tex-106-E	During stockpiling operations, from completed stockpile, or prior to mixing	Each 5000 cu. yd.	
	Linear Shrinkage	Tex-107-E	During stockpiling operations, from completed stockpile, or prior to mixing	Each 5000 cu. yd.	This test is only required when the liquid limit is not attainable when performed in accordance with Tex-104-E.
	Wet Ball Mill or L. A. Abrasion (A)	Tex-116-E or Tex-410-A	During stockpiling operations, from completed stockpile, or prior to mixing	Each 20,000 cu. yd.	When L.A. Abrasion is specified, tests are not required when the published value of the source, as listed in the current Material Producer list for CRSQC, meets the project specifications. (B)

This is a guide for minimum sampling and testing. Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE IA (Continued)
ASPHALT STABILITY BASE
(Plant Mix)

			PROJECT TESTS		
Material or Product	Test for	Test Number	Location or Time of Sampling (D)	Frequency of Sampling	Remarks
AGGREGATE (Continued)	Coarse Aggregate Angularity (A)	Tex-460-A Part I	During stockpiling operations, from completed stockpile, or prior to mixing	One per project per source	Not required for crushed stone sources.
	Sand Equivalent	Tex-203-F	Hot aggregate bins, feeder belt, or stockpile	One per project per source	When designated by the Engineer, test may be run on combined aggregates when multiple sources are used.
	Decantation	Tex-217-F Part II	During stockpiling operations, from completed stockpile, or prior to mixing	Each 10,000 cu. yd.	Required only for RAP and recycled aggregate.
LIME	Compliance with DMS-6350		During delivery to project	Hydrated Lime: 1 per project. Commercial Lime Slurry: each 200 tons of lime or fraction thereof Carbide Lime Slurry: each 100 tons of lime or fraction thereof Quick Lime: 1 per project (C)	On projects requiring less than 50 tons, material from CSTM&P approved sources may be accepted on the basis of Producer's Certification without sampling.
ASPHALT BINDER	Compliance with Item 300 – Binder and Tack Coat		Sampled, tested and preapproved by CSTM&P. Take project samples when designated by the Engineer.	One each for binder and tack coat per project, per grade, per source.	Tests at least one sample taken from the project. Sample tack coat at the distributor on the roadway. Sample binds at hot mix plant. Binder should arrive on the project pre-approved. If not pre-approved, sample binder before use.

This is a guide for minimum sampling and testing. Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE IA (Continued)
ASPHALT STABILITY BASE
(Plant Mix)

Material or Product	Test for	Test Number	PROJECT TESTS		Remarks
			Location or Time of Sampling (D)	Frequency of Sampling	
COMPLETE MIXTURE	Laboratory Density and/or Strength (A)	Tex-126-E	Plant or road (D)	20,000 cu yd (25,000 tons)	
	Percent Asphalt (A)	Tex-236-F	Plant or road (D)	Each 1500 cu yd (2,000 tons) or days production	Determine correlation factors for ignition oven at a minimum of one per project.
	In-Place Density (A)	Tex-207-F	As designated by the Engineer (D)	Each 2500 cu yd (3000 tons)	Not required for ordinary compaction or when air void requirements are waived.
	Moisture Susceptibility	Tex-530-C	As designated by the Engineer	One per project per design	This test may be waived, when shown on the plans.
	Thickness (A)	Tex-140-E	As designated by the Engineer	Each 3000 cu yd	May be waived for level-up courses over existing pavement surfaces

Footnotes

- A When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the SiteManager Remarks field.
- B Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
- C Hydrated lime and quicklime sources not on the TxDOT Lime Quality Monitoring Program, described in DMS-6330, must be sampled for each 200 and 150 tons respectively.
- D For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows:
 - Soils/flexible base: Vary sampling between stockpiling operations, completed stockpile, windrow, and project site. Vary the time of day sampling is performed.
 - Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.

This is a guide for minimum sampling and testing. Testing frequency may need to be increased for high material variability or when test results approach specification limits.

GUIDE SCHEDULE OR SAMPLING AND TESTING (Per Contract)

**TABLE II
SURFACE TREATMENTS**

Material or Product	Test for	Test Number	PROJECT TESTS		Remarks
			Location or Time of Sampling (D)	Frequency of Sampling	
AGGREGATE	Gradation (A)	Tex-200-F, Part I	At source or at point of delivery	One each 300 cu yd	Rate may be reduced to one each 600 cu yd if the Engineer approves a contractor quality control plan.
	L.A. Abrasion (A)	Tex-410-A	Stockpile	1 per 20,000 cu yd or fraction thereof	Sampling and testing are not required when the published value of the source, as listed in the current Material Producer list for BRSQC, meet the project specification. (B)
	Magnesium Soundness (A)	Tex-411-A	Stockpile	1 per 20,000 cu yd or fraction thereof	Sampling and testing are not required when the published value of the source, as listed in the current Material Producer list for BRSQC, meet the project specification. (B)
	Surface Aggregate Classification (A)	Tex-612-J Tex-438-A Tex-411-A	Stockpile	1 per 20,000 cu yd or fraction thereof	Sampling and testing are not required when the published value of the source, as listed in the current Material Producer list for BRSQC, meet the project specification. (B)
	Pressure Slake (A)	Tex-431-A	Stockpile	1 per 20,000 cu yd or fraction thereof	Same as above. Required only for lightweight aggregate.
	Freeze Thaw (A)	Tex-432-A	Stockpile	1 per 20,000 cu yd or fraction thereof	Same as above. Required only for lightweight aggregate.
	Unit Weight	Tex-404-A	Stockpile	1 per 20,000 cu yd or fraction thereof	Required only for lightweight aggregate.
	24 hr. Water Absorption (A)	Tex-433-A	Stockpile	1 per 20,000 cu yd or fraction thereof	Required only for lightweight aggregate.
	Coarse Aggregate Angularity	Tex-460-A	Stockpile	1 per 20,000 cu yd or fraction thereof	Only required for crushed gravel.

This is a guide for minimum sampling and testing. Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE II (Continued)
SURFACE TREATMENTS

Material or Product	Test for	Test Number	PROJECT TESTS		Remarks
			Location or Time of Sampling (D)	Frequency of Sampling	
AGGREGATE	Deleterious Material (A)	Tex-217-F	Stockpile	1 per 10,000 cu yd or fraction thereof	
	Decantation (A)	Tex-406-A	Stockpile	1 per 10,000 cu yd or fraction thereof	
	Flakiness Index	Tex-224-F	Stockpile	Frequency as directed by the Engineer	
	MicroDeval	Tex-461-A	Stockpile	1 per 5,000 cu yd or fraction thereof	Testing frequency may be reduced or eliminated based on a satisfactory test history.
	White Rock Count	Tex-220-F	Stockpile		Required only for Limestone Rock Asphalt. Not required when CSTM&P provides inspection at the plant.
	Naturally Impregnated Bitumen Content	Tex-236-F	Stockpile		Required only for Limestone Rock Asphalt. Not required when CSTM&P provides inspection at the plant.
Precoated Aggregate	Asphalt Content	Tex-236-F	Stockpile	Frequency as directed by the Engineer when a target value is specified.	
ASPHALT	Compliance with Item 300		Sampled, tested and pre-approved by CSTM&P. Take project samples when designated by the Engineer from the distributor or transport.	1 per project, per grade, per source	Binder should arrive on the project pre-approved. If not pre-approved, sample binder before use.

Footnotes

- A When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the SiteManager Remarks field.
- B Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
- C For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices as follows:
 - Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.

This is a guide for minimum sampling and testing. Testing frequency may need to be increased for high material variability or when test results approach specification limits.

GUIDE SCHEDULE OR SAMPLING AND TESTING (Per Contract)

TABLE III

**HYDRAULIC CEMENT CONCRETE – STRUCTURAL
(Classes: C, F, H, S, DC, CO, K, LMC, or SS)**

			PROJECT TESTS		
Material or Product	Test for	Test Number	Location or Time of Sampling (D)	Frequency of Sampling	Remarks
MINERAL AGGREGATE Coarse Aggregate	Decantation (B)	Tex-406-A	From stockpile at concrete plant	Each 20,000 cu yd of concrete (each source)	
	Sieve Analysis (A) (B)	Tex-401-A	From stockpile at concrete plant	Each 1000 cu yd of concrete (each source)	Test combined aggregate when used. At the beginning of the project, one test will be made for each 500 cu yd of concrete until three consecutive passing tests are obtained. The first test must be performed at the beginning of project production. The frequency of testing can be reduced to one test per 1000 cu yd of concrete.
	Deleterious Materials (B)	Tex-413-A	From stockpile at concrete plant	Each 20,000 cu yd of concrete (each source)	
	Los Angeles Abrasion (A) (B)	Tex-410-A	From stockpile at concrete plant	Two, each source	Sampling and testing are not required when the published value of the source, as listed in the current Material Producer list for CRSQC, meets the project specifications. (D)
	5-cycle Magnesium Sulfate Soundness (A) (B)	Tex-411-A	From stockpile at concrete plant	Two, each source	Sampling and testing are not required when the published value of the source, as listed in the current Material Producer list for CRSQC, meets the project specifications. (D)

This is a guide for minimum sampling and testing. Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE III (Continued)
HYDRAULIC CEMENT CONCRETE – STRUCTURAL
(Classes: C, F, H, S, DC, CO, K, LMC, or SS)

Material or Product	Test for	Test Number	PROJECT TESTS		Remarks
			Location or Time of Sampling (D)	Frequency of Sampling	
MINERAL AGGREGATE (Continued) Fine Aggregate	Sand Equivalent (B)	TEX-203-F	From stockpile at concrete plant	Each 1000 cu yd of concrete (each source)	Test combined aggregate when used. At the beginning of the project, one test will be made for each 500 cu yd of concrete until three consecutive passing tests are obtained. The first test must be performed at the beginning of project production. The frequency of testing can be reduced to one test per 1000 cu yd of concrete.
	Organic Impurities (B)	Tex-408-A	From stockpile at concrete plant	One per project, per source	Sampling and testing are not required when the published value of the source, as listed in the current Material Producer list for CRSQC, meets the project specifications. (D)
	Sieve Analysis (A) (B)	Tex-401-A	From stockpile at concrete plant	Each 1000 cu yd of concrete (each source)	At the beginning of the project, one test will be made for each 500 cu yd of concrete until three consecutive passing tests are obtained. The first test must be performed at the beginning of project production. The frequency of testing can be reduced to one test per 1000 cu yd of concrete. For Fineness Modulus, test com-bined aggregate when used.
	Fineness Modulus (B)	Tex-402-A			
	Deleterious Material (B)	Tex-413-A			
	Acid Insoluble Residue (A) (B)	Tex-612-J	From stockpile at concrete plant	Two, each source	Only for concrete subject to direct traffic. Sampling and testing are not required when the published value of the source, as listed in the current Material Producer list for CRSQC, meets the project specifications. (D)
MINERAL AGGREGATE (Continued) Mineral Filler	Sieve Analysis (A)	Tex-401-A	From stockpile or silo at concrete plant	Two, each source	Only for concrete subject to direct traffic. Sampling and testing are not required when the published value of the source, as listed in the current Material Producer list for CRSQC, meets the project specifications. (D)

This is a guide for minimum sampling and testing. Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE III (Continued)
HYDRAULIC CEMENT CONCRETE – STRUCTURAL
(Classes: C, F, H, S, DC, CO, K, LMC, or SS)

Material or Product	Test for	Test Number	PROJECT TESTS		Remarks
			Location or Time of Sampling (D)	Frequency of Sampling	
CEMENT	Compliance w/ DMS-4600		Railroad car, truck or cement silos	Each 1000 bbls. (For each type and brand)	Sampling may be waived when the source is listed in the current Material Producer List for Cement. (D)
FLY ASH	Compliance w/ DMS-4610 (A)	Tex-733-1	Sampled, tested and approved by CSTM&P		Only materials from CSTM&P approved sources listed in the Material Producer List for Fly Ash will be accepted. (D)
GROUND GRANULATED BLAST FURNACE SLAG	Compliance w/ DMS-4620 (A)		Railroad cars, truck or silos	Each 1000 bbls. (For each type and brand)	Sampling may be waived when the source is listed in the current Material Producer List for GGBFS. (D)
SILICA FUME	Compliance w/ DMS-4630 (A)		Railroad cars, truck, bags or silos	Each 1000 bbls. (For each type and brand)	
METAKAOLIN	Compliance w/ DMS-4635 (A)		Railroad cars, truck or silos	Each 1000 bbls. (For each type and brand)	
ULTRA-FINE FLY ASH	Compliance w/ DMS-4610 (A)		Railroad cars, truck or silos	Each 1000 bbls. (For each type and brand)	
WATER	Compliance w/ Standard Specifications	Item 421, Tables 1 and 2	At source (if not approved)	One test (each source)	Municipal supply approved by the State Dept. of Health will not require testing.
ADMIXTURE	Compliance w/ DMS-4640	As specified	Sampled, tested and approved by CSTM&P		Only materials from CSTM&P approved sources listed in the Material Producer List for Concrete Admixtures will be accepted. (D)
JOINT MATERIAL	Compliance w/ DMS-6300		Sampled at job site if not sampled at source by CSTM&P; tested by CSTM&P	One per batch or shipment	Sampling may be waived when the source is listed in the Material Producer List for Joint Sealers. (D)

This is a guide for minimum sampling and testing. Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE III (Continued)
HYDRAULIC CEMENT CONCRETE – STRUCTURAL
(Classes: C, F, H, S, DC, CO, K, LMC, or SS)

			PROJECT TESTS		
Material or Product	Test for	Test Number	Location or Time of Sampling (D)	Frequency of Sampling	Remarks
CURING COMPOUND	Compliance w/ DMS-4650		Sampled at job site if not sampled at source by CSTM&P; tested by CSTM&P	One per batch or shipment	Sampling may be waived when the source is listed in the Material Producer List for Concrete Curing Compounds. (D)
	% Solids	ASTM D 2369	Sampled at job site	One per project	Sample from spray nozzle or from storage container. Ensure container has been agitated and mixed prior to sampling.
EVAPORATION RETARDANTS	Compliance w/ DMS-4650		Sampled at job site if not sampled at source by CSTM&P; tested by CSTM&P	One per batch or shipment	Sampling may be waived when the source is listed in the Material Producer List for Evaporation Retardants. (D)
REINFORCING STEEL	Compliance with the Std. Specifications and Spec. Provisions	As specified	Sampled at job site if not sampled at source by CSTM&P; tested by CSTM&P. See remarks		Only materials from CSTM&P approved sources listed in the Material Producer List for Reinforcing Steel Mills and Seven Wire Steel Strand will be accepted. (D)
MECHANICAL COUPLERS	Compliance w/ DMS-4510	Tex-743-1	Sampled at job site; tested by CSTM&P	3 couplers per load (500 couplers) for each type, model, bar size and grade	Only materials from CSTM&P approved sources listed in the Material Producer List for Mechanical Couplers will be accepted. (D)
LATEX	Compliance w/ DMS-4640 for concrete chemical admixtures		Sampled at job site.	Min of 1 test per project	
WATERSTOP	Compliance w/ DMS-6160, unless otherwise shown on plans				This material is approved at the job site by the Engineer on a basis of certification. No testing is required.

This is a guide for minimum sampling and testing. Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE III (Continued)
HYDRAULIC CEMENT CONCRETE – STRUCTURAL
(Classes: C, F, H, S, DC, CO, K, LMC, or SS)

			PROJECT TESTS		
Material or Product	Test for	Test Number	Location or Time of Sampling (D)	Frequency of Sampling	Remarks
EPOXY	Compliance w/ DMS-6100, unless otherwise specified		Sampled at job site if not pre-approved by CSTM&P	One per batch or shipment	Sampling may be waived when the source is listed in the Material Producer List for Epoxies and Adhesives. (D)
CONCRETE	Compressive Strength (A)	Tex-418-A	At point of concrete placement	Two set (4 cylinders) for each 60 cu yd or fraction thereof or per class/day	Sampling must be in accordance with Test Method Tex-407-A. Two cylinders shall be tested at 7 days and if the average value is below the target value as defined in 421.4.B, the remaining two cylinders shall be tested at 28 days. If the average value of the two cylinders tested at 7 days meets the minimum design strength listed in Item 421 Table 5, the two remaining cylinders are not required to be tested. However, testing and recording the 28 day strengths would be helpful when adjusting the required strength overdesign
	Slump	Tex-415-A	At point of concrete placement	One test per two sets of strength specimens	Sampling must be in accordance with Test Method Tex-407-A. For Class S, F and H ready mix concrete for bridge slab only, air, slump, and temperature must be checked on the first few loads of concrete as necessary to obtain a desired consistency. Thereafter, test each third load for both slump and air content. Perform slump and air content tests on the same load from which strength test specimens are made. Check temperature of every load for bridge slabs and mass concrete placements. When air-entrainment requirements have been waived by the plans but the concrete mix still includes an air-entrainment agent, continue to test for air at the listed frequency.
	Entrained Air (A)	Tex-416-A or Tex-414-A			
Temperature of Concrete (A)	Tex-422-A				

TABLE III (Continued)
HYDRAULIC CEMENT CONCRETE – STRUCTURAL
(Classes: C, F, H, S, DC, CO, K, LMC, or SS)

Footnotes

- A When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the SiteManager Remarks field.
- B These Project Tests may be used for one or more projects being furnished concrete from the same plant during the same period.
- C No less than one per week's production. Where the fine aggregate is from a source with a history of sand equivalent values greater than 85 or the specified sand equivalent value of +5 more, the frequency of testing may be reduced to one per 1200 cu. yd. but no less than once per month during production. If any individual test fails below 85 or the specified sand equivalent value of +5 or more, the test frequency should be one per 300 cu. yd. but no less than once per week during production until the value is 85 or the specified sand equivalent value of +5 more, or higher for four consecutive weeks.
- D Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
- E For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows:
- Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.
 - Concrete (structural and miscellaneous): Always sample as near as practicable to the point of placement. For strength setting, vary the time of day or the number of truck from which the concrete is sampled. Tests for slump, air, and temperature should be done often to ensure the consistent control of the concrete production.

This is a guide for minimum sampling and testing. Testing frequency may need to be increased for high material variability or when test results approach specification limits.

GUIDE SCHEDULE OR SAMPLING AND TESTING (Per Contract)

TABLE IV

**HYDRAULIC CEMENT CONCRETE – NON-STRUCTURAL CONCRETE
(Classes: A, B, D, or E)**

			PROJECT TESTS		
Material or Product	Test for	Test Number	Location or Time of Sampling (D)	Frequency of Sampling	Remarks
CONCRETE	Compressive Strength (A)	Tex-418-A	At point of concrete placement	One test (2 cylinders) per 180 cu yd, per class	Sampling must be in accordance with Test Method Tex-407-A. Strength will be determined by 7-day specimens.
	Entrained Air (A)	Tex-416-A or Tex-414-A	At point of concrete placement	One per set of strength specimens	When required by specifications or plans. Sampling must be in accordance with Test Method Tex-407-A.
CEMENT	Compliance w/ DMS-4600		Railroad car, truck or cement silos	One test per project, per class (for each type and brand)	Sampling may be waived when the source is listed in the current Material Producer List for Cement. (B)
FLY ASH	Compliance w/ DMS-4610		Sampled, tested and approved by CSTM&P		Only material from CSTM&P approved sources listed in the Material Producer List for Fly Ash will be accepted. (B)
GROUND GRANULATED BLAST FURNACE SLAG	Compliance w/ DMS-4620		Railroad car, truck or silos	One test per project, per class (for each type and brand)	Sampling may be waived when source is listed in the current Material Producer List for GGBFS. (B)
SILICA FUME	Compliance w/ DMS-4630		Railroad car, truck, bags or silos	One test per project, per class (for each type and brand)	
METAKOLIN	Compliance w/ DMS-4635		Railroad car, truck or silos	One test per project, per class (for each type and brand)	

This is a guide for minimum sampling and testing. Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE IV (Continued)
HYDRAULIC CEMENT CONCRETE – NON-STRUCTURAL CONCRETE
(Classes: A, B, D, or E)

Material or Product	Test for	Test Number	PROJECT TESTS		Remarks
			Location or Time of Sampling (D)	Frequency of Sampling	
ULTRA-FINE FLY ASH	Compliance w/ DMS-4610		Railroad car, truck or silos	One test per project, per class (for each type and brand)	
WATER	Compliance w/ Standard Specifications	AASHTO T-26	At source (if not approved)	One test (each source) per project	Municipal supply approved by the State Department of Health will not require testing.

Footnotes

- A When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the SiteManager Remarks field.
- B Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
- C For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows:
 - Concrete (structural and miscellaneous): Always sample as near as practicable to the point of placement. For strength setting, vary the time of day or the number of truck from which the concrete is sampled. Tests for slump, air, and temperature should be done often to ensure the consistent control of the concrete production.

This is a guide for minimum sampling and testing. Testing frequency may need to be increased for high material variability or when test results approach specification limits.

GUIDE SCHEDULE OR SAMPLING AND TESTING (Per Contract)

TABLE V

**HYDRAULIC CEMENT CONCRETE PAVEMENTS
(Classes: P, DC, CO, LMC, K, or HES)**

Material or Product	Test for	Test Number	PROJECT TESTS		Remarks
			Location or Time of Sampling (D)	Frequency of Sampling	
MINERAL AGGREGATE Coarse Aggregate	Decantation	Tex-406-A	From stockpile at concrete plant	Each 20,000 cu yd of concrete (each source)	
	Sieve Analysis (A)	Tex-401-A	From stockpile at concrete plant	As necessary for control	Test combined aggregate when used.
	Deleterious Materials	Tex-413-A	From stockpile at concrete plant	Each 20,000 cu yd of concrete (each source)	
	L.A. Abraion (A)	Tex-410-A	From stockpile at concrete plant	Two, each source	Sampling and testing are not required when the published value of the source, as listed in the current Material Producer list for CRSQC, meets the project specifications. (D)
	5-cycle Magnesium Sulfate Soundness (A)	Tex-411-A			
MINERAL AGGREGATE Fine Aggregate	Sand Equivalent	Tex-203-F	From stockpile at concrete plant	Each 3,000 cu yd of concrete (each source or combination of sources)	Test combined aggregate when used. No less than one week's production.
	Organic Impurities	Tex-408-A	From stockpile at concrete plant	One per project, per source	
	Sieve Analysis (A)	Tex-401-A	From stockpile at concrete plant	As necessary for control	Test combined aggregate when used.
	Fineness Modules (B)	Tex-402-A			
	Deleterious Material (B)	Tex-413-A	From stockpile at concrete plant	Each 20,000 cu yd of concrete (each source)	

This is a guide for minimum sampling and testing. Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE V (Continued)
HYDRAULIC CEMENT CONCRETE PAVEMENTS
(Classes: P, DC, CO, LMC, K, or HES)

Material or Product	Test for	Test Number	PROJECT TESTS		Remarks
			Location or Time of Sampling (D)	Frequency of Sampling	
MINERAL AGGREGATE Fine Aggregate (Continued)	Acid Insoluble (A)	Tex-612-J	From stockpile at concrete plant	One per project//per source	Sampling and testing are not required when the published value of the source, as listed in the current Material Producer list for CRSQC, meets the project specification. (C)
MINERAL AGGREGATE Mineral Filler	Sieve Analysis	Tex-401-A	From storage at concrete plant	3000 cu yd of concrete	At the beginning of each project one test will be made for each 1500 cu yd of concrete until three consecutive passing tests are obtained. Then frequency of testing can be reduced to each 3000 cy yd of concrete.
CEMENT	Compliance w/ DMS-4600		Railroad car, truck or cement silos	One test per project, per class (for each type and brand)	Sampling may be waived when the source is listed in the current Material Producer List for Cement. (B)
FLY ASH	Compliance w/ DMS-4610		Sampled, tested and approved by CSTM&P		Only material from CSTM&P approved sources listed in the Material Producer List for Fly Ash will be accepted. (B)
GROUND GRANULATED BLAST FURNACE SLAG	Compliance w/ DMS-4620		Railroad car, truck or silos	One test per project, per class (for each type and brand)	Sampling may be waived when source is listed in the current Material Producer List for GGBFS. (B)
SILICA FUME	Compliance w/ DMS-4630		Railroad car, tuck, bags or silos	One test per project, per class (for each type and brand)	
METAKOLIN	Compliance w/ DMS-4635		Railroad car, truck or silos	One test per project, per class (for each type and brand)	
ULTRA-FINE FLY ASH	Compliance w/ DMS-4610		Railroad car, truck or silos	One test per project, per class (for each type and brand)	

This is a guide for minimum sampling and testing. Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE V (Continued)
HYDRAULIC CEMENT CONCRETE PAVEMENTS
(Classes: P, DC, CO, LMC, K, or HES)

Material or Product	Test for	Test Number	PROJECT TESTS		Remarks
			Location or Time of Sampling (D)	Frequency of Sampling	
WATER	Compliance w/ Standard Specifications	Item 421, Tables 1 and 2	At source (if not approved)	One test (each source)	Municipal supply approved by the State Department of Health will not require testing.
ADMIXTURE	Compliance with DMS-4640	As specified	Sampled, tested and approved by CSTM&P		Only materials from CSTM&P approved sources listed in the Material Producer List for Concrete Admixtures will be accepted. (C)
JOINT MATERIAL	Compliance with DMS-6310		Sampled at jobsite if not sampled at source by CSTM&P; tested by CSTM&P. See remarks.	One per batch or shipment	Sampling may be waived when the source is listed in the Material Producer List for Joint Sealers. (C)
CURING COMPOUND	Compliance with DMS-4650		Sampled at jobsite if not sampled at source by CSTM&P; tested by CSTM&P	One per batch or shipment	Sampling may be waived when the source is listed in the Material Producer List for Concrete Curing Compounds. (C)
	% Solids	ASTM D 2369	At point of concrete placement – spray nozzle	Two per project	Sample from spray nozzle or from storage container. Ensure container has been agitated and mixed prior to sampling.
EVAPORATION RETARDANTS	Compliance with DMS-4650		Sampled at jobsite if not sampled at source by CSTM&P; tested by CSTM&P	One per batch or shipment	Sampling may be waived when the source is listed in the Material Producer list for Evaporation Retardants.
REINFORCING STEEL	Compliance with the Std. Specifications & Spec. Provisions	As Specified	Sampled at jobsite if not sampled at source by CSTM&P; tested by CSTM&P. See remarks.		Only materials from CSTM&P approved sources listed in the Material Producer List for Reinforcing Steel Mills and Seven Wire Steel Strand will be accepted. (C)

This is a guide for minimum sampling and testing. Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE V (Continued)
HYDRAULIC CEMENT CONCRETE PAVEMENTS
(Classes: P, DC, CO, LMC, K, or HES)

Material or Product	Test for	Test Number	PROJECT TESTS		Remarks
			Location or Time of Sampling (D)	Frequency of Sampling	
MULTIPLE PIECE TIE BARS			Sampled at jobsite if not sampled at source by CSTM&P; tested by CSTM&P. See remarks.	Refer to Tex-711-I for sampling rates if not CSTM&P approved.	Sampling may be waived when the source is listed in the Material Producer List for Multiple Piece Tie Bar Producers. (C)
EPOXY	Compliance with DMS-6100		Sampled at jobsite if not pre-approved by CSTM&P	One batch per shipment	Sampling may be waived when the source is listed in the Material Producer List for Epoxies and Adhesives. (C)
CONCRETE	Strength (A) (B)	Tex-448-A or Tex-418-A	At point of concrete placement	One test (2 specimens) for every 10 contractor job control testing	Sampling shall be in accordance with Test Method Tex-407-A. When the contract requires the project testing to be by the Engineer, the frequency and job control testing will be in accordance with the item of work. Split sample verification testing used when contractor performs job control testing. When job control testing by the contractor is waived by the plans, the frequency of sampling shall be one test (2 specimens) for each 3,000 S.Y. of concrete or fraction thereof or per day and split sample verification testing shall be waived.

This is a guide for minimum sampling and testing. Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE V (Continued)
HYDRAULIC CEMENT CONCRETE PAVEMENTS
(Classes: P, DC, CO, LMC, K, or HES)

Material or Product	Test for	Test Number	PROJECT TESTS		Remarks
			Location or Time of Sampling (D)	Frequency of Sampling	
CONCRETE (Continued)	Slump	Tex-415-A	At time and location strength specimens are made	One test per set of strength specimens	Slump is not required for slip-formed pavement. Sampling shall be in accordance with Test Method Tex-407-A. When the contract requires the project testing to be by the Engineer, the frequency and job control testing will be in accordance with the item of work. Split sample verification testing used when contractor performs job control testing. When air-entrainment requirements have been waived by the plans but the concrete mix still includes an air-entrainment agent, continue to test for air at the listed frequency.
	Estimated Air (A)	Tex-416-A or Tex-414-A			
	Temperature	Tex-422-A	At time and location strength specimens are made	One test per set of strength	
	Thickness	Tex-423-A	Center of each lane	Every 500 feet, or fraction thereof	

Footnotes

- A When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the SiteManager Remarks field.
- B When a project test does not meet the specified strength requirements and a reduced pay factor is assigned, the analysis shall be documented on the Letter of Certification of Materials Used.
- C Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.

This is a guide for **minimum sampling and testing**. Testing frequency may need to be increased for high material variability or when test results approach specification limits.

GUIDE SCHEDULE OR SAMPLING AND TESTING (Per Contract)

TABLE VI

**ASPHALT CONCRETE PAVEMENT (Items 341, 342, 244, and 346)
(Not required when contract quantities are less than 5,000 tons.)**

Material or Product	Test for	Test Number	PROJECT TESTS		Remarks
			Location or Time of Sampling (D)	Frequency of Sampling	
COARSE AGGREGATE	L.A. Abrasion	Tex-410-A	Stockpile (B)	1 per project, per source	Sampling and testing are not required when the published valued of the source, as listed in the current Material Producer lists for BRSQC, meets the project specifications. (C)
	Magnesium Sulfate Soundness (A)	Tex-411-A	Stockpile (B)	1 per project, per source	Sampling and testing are not required when the published valued of the source, as listed in the current Material Producer lists for BRSQC, meets the project specifications. (C)
	Gradation	Tex-200-F	Stockpile (B)	1 per project, per source	To determine that no more than 20% passes a #8 sieve. Performed at the discretion of the Engineer.
	MicroDeval	Tex-461-A	Stockpile (B)	Approximately one per every 12 Sublots	Testing frequency may be reduced or eliminated based on a satisfactory test history.
	Flat and Elongated Particles	Tex-280-F	Stockpile (B)	1 per project, per source	Performed at the discretion of the Engineer.
	Coarse Aggregate Angularity	Tex-460-A, Part I	Stockpile (B)	1 per project, per source	Performed at the discretion of the Engineer.
	Deleterious Material and Decant	Tex-217-F	Stockpile (B)	1 per project, per source	Performed at the discretion of the Engineer.

This is a guide for minimum sampling and testing. Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VI (Continued)

**ASPHALT CONCRETE PAVEMENT (Items 341, 342, 244, and 346)
(Not required when contract quantities are less than 5,000 tons.)**

Material or Product	Test for	Test Number	PROJECT TESTS		Remarks
			Location or Time of Sampling (D)	Frequency of Sampling	
RAP	Decant	Tex-217-F	Stockpile (B)	1 per project, per source	RAP not allowed in Item 342.
	Plasticity Index	Tex-106-E	Stockpile (B)	1 per project, per source	Only required when the Decant exceeds 5% RAP not allowed in Item 342.
FINE AGGREGATE	Bar Linear Shrinkage	Tex-107-E	Stockpile (B)	1 per project, per source	Does not apply to Item 342 Permeable Friction Course Performed at the discretion of the Engineer.
	Organic Impurities	Tex-408-A	Stockpile (B)	1 per project, per source	Does not apply to Item 342 Permeable Friction Course Performed at the discretion of the Engineer.
	Gradation	Tex-200-F	Stockpile (B)	1 per project, per source	Does not apply to Item 342 Permeable Friction Course Performed at the discretion of the Engineer. Used to determine if the material meets gradation requirements of fine aggregates.
MINERAL FILLER	Bar Linear Shrinkage	Tex-107-E	Bin or Silo	1 per project, per source	Performed at the discretion of the Engineer.
	Gradation	Tex-200-F	Bin or Silo	1 per project, per source	Performed at the discretion of the Engineer.
COMBINED AGGREGATE	Sand Equivalent	Tex-203-F	Stockpiles, hot bins or feeder belts	1 per project, per source	Does not apply to Item 342 Permeable Friction Course Performed at the discretion of the Engineer.
ASPHALT BINDER	Compliance with Item 300 Binder & Tack coat (A)		Sampled, tested and preapproved by CSTM&P. Plant for Binder & Road for Tack Coat	1 each for binder and tack coat per project, per grade, per source	Test at least one sample taken from the project. Sample tack coat at the distributor on the roadway. Sample binder at how mix plant. Binder should arrive on the project pre-approved. If not pre-approved, sample binder before use.

This is a guide for minimum sampling and testing. Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VI (Continued)

**ASPHALT CONCRETE PAVEMENT (Items 341, 342, 244, and 346)
(Not required when contract quantities are less than 5,000 tons.)**

Material or Product	Test for	Test Number	PROJECT TESTS		PROJECT INDEPENDENT ASSURANCE TESTS		Remarks
			Location	Frequency (per design)	Location	Frequency	
COMPLETE MIXTURE	Asphalt Content (%) (A)	Tex-236-F	Engineer Truck Sample (D)	Minimum of 1 per Lot			Determine correlation factors for ignition over use at a minimum of one per project.
	Voids in Mineral Aggregates (VMA)	Tex-207-F	Truck Sample Plant Produced (D)	1 per Sublot	Truck	1 per 10 lots if press is shared by Contractor and State	Does not apply to Item 342 Permeable Friction Course.
	Gradation (A)	Tex-236-F	Engineer Truck Sample	Minimum 1 per 12 Sublots			Determine correlation factors for ignition over use at a minimum of one per project.
	Boil Test	Tex-530-C	Truck Sample	1 per project			Unless waived by the Engineer.
	Indirect Tensile – Dry	Tex-226-F		1 per project			Unless waived by the Engineer. Does not apply to Item 342 Permeable Friction Course.
	Moisture Content	Tex-212-F Part II	Engineer Truck Sample	1 per project			
	Lab Molded Density (A)	Tex-207-F	Truck Sample	1 per Sublot 1 per Lot for Item 342	Truck	1 per 10 lots if press is shared by Contractor and State	
	Drain Down Test (A)	Tex-235-F	Engineer Truck Sample	1 per Sublot 1 per Lot for Item 342			Not required for Item 341 and Item 344.
	Hamburg Wheel Tracker (A)	Tex-242-F	Engineer Truck Sample	1 per project			Sample during production. Does not apply to Item 342 Permeable Friction Course.

This is a guide for minimum sampling and testing. Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VI (Continued)

**ASPHALT CONCRETE PAVEMENT (Items 341, 342, 244, and 346)
(Not required when contract quantities are less than 5,000 tons.)**

Material or Product	Test for	Test Number	PROJECT TESTS		Remarks
			Location or Time of Sampling (D)	Frequency of Sampling	
ROADWAY	In-Place Air Voids (A)	Tex-207-F	Roadway (D)	2 cores per Sublot	Two cores taken per Sublot and averaged. Does not apply to Item 342 Permeable Friction Course.
	Segregation Profile (A)	Tex-207-F Part V	Roadway	1 per project	Does not apply to Item 342 Permeable Friction Course.
	Joint Density (A)	Tex-207-F Part VII	Roadway	1 per project	Does not apply to Item 342 Permeable Friction Course.
	Tack Coat Adhesion	Tex-243-F	Roadway	1 per project	
	Thermal Profile	Tex-244-F	Immediately behind paver	1 per project	
	Ride Quality (A) Type A Type B	Tex-1001-S	Travel Lanes	As per specification	Engineer may verify contractor's results.
	Permeability	Tex-246-F Part I	Roadway	1 per project.	For Item 342.

Footnotes

- A When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the SiteManager Remarks field. This letter is required only for Asphalt Content and/or Gradation when production of complete mixture is suspended as required by QC/QA specifications.
- B Sampling may be performed at the plant, quarry, or both. Aggregate properties may be re-tested at any time during the project. These project tests may be used for one or more projects furnishing hot mix with the same aggregate source.
- C Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
- D Perform random sampling as specified in Tex-225-F, Random Selection of Bituminous Mixture Samples.

This is a guide for minimum sampling and testing. Testing frequency may need to be increased for high material variability or when test results approach specification limits.

GUIDE SCHEDULE OR SAMPLING AND TESTING (Per Contract)

TABLE VII

**ASPHALT CONCRETE PAVEMENT (Items 330 and 334)
(Not required when contract quantities are less than 3,000 tons.)**

Material or Product	Test for	Test Number	PROJECT TESTS		Remarks
			Location or Time of Sampling (D)	Frequency of Sampling	
COARSE AGGREGATE	L.A. Abrasion (A)	Tex-410-F	Stockpile (B)	1 per project, per source	Sampling and testing are not required when the published value of the source, as listed in the current Material Producer list for BRSQC, meets the project specifications. (D)
	Magnesium Sulfate Soundness (A)	Tex-411-A	Stockpile (B)	1 per project, per source	Sampling and testing are not required when the published value of the source, as listed in the current Material Producer list for BRSQC, meets the project specifications. (D)
	Gradation	Tex-200-F	Stockpile (B)	1 per project, per source	To determine that no more than 20% passes a #8 sieve. Performed at the discretion of the Engineer.
	MicroDeval	Tex-461-A	Stockpile (B)	1 per project, per source	Testing frequency may be reduced or eliminated based on a satisfactory test history.
	Flat and Elongated Particles	Tex-280-F	Stockpile (B)	1 per project, per source	
	Coarse Aggregate Angularity	Tex-460-A Part I	Stockpile (B)	1 per project, per source	
	Deleterious Material and Decant	Tex-217-F	Stockpile (B)	1 per project, per source	
	White Rock County	Tex-220-F			Not required for Item 334.

This is a guide for minimum sampling and testing. Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VII (Continued)

**ASPHALT CONCRETE PAVEMENT (Items 330 and 334)
(Not required when contract quantities are less than 3,000 tons.)**

Material or Product	Test for	Test Number	PROJECT TESTS		Remarks
			Location or Time of Sampling (D)	Frequency of Sampling	
FINE AGGREGATE	Bar Linear Shrinkage	Tex-107-E	Stockpile	1 per project, per source	Not required for Item 330.
	Organic Impurities	Tex-408-A	Stockpile	1 per project, per source	Performed at the discretion of the Engineer.
	Gradation	Tex-200-F	1 per project	1 per project, per source	Not required for Item 330. Used to determine if the material meets gradation requirements of fine aggregates.
MINERAL FILLER	Bar Linear Shrinkage	Tex-107-E	Bin or Silo	1 per project, per source	Not required for Item 330. Performed at the discretion of the Engineer.
	Gradation	Tex-200-F	Bin or Silo	1 per project, per source	Not required for Item 330. Performed at the discretion of the Engineer.
COMBINED AGGREGATE	Sand Equivalent	Tex-203-F	Stockpiles, hot bins or feeder belts	1 per project, per source	Not required for Item 330. Performed at the discretion of the Engineer.
ASPHALT BINDER	Compliance with Item 300 Binder & Tack coat (A)		Sampled, tested and preapproved by CSTM&P. Plant for Binder & Road for Tack Coat	1 each for binder and tack coat per project, per grade, per source	Test at least one sample taken from the project. Sample tack coat at the distributor on the roadway. Sample binder at how mix plant. Binder should arrive on the project pre-approved. If not pre-approved, sample binder before use.

This is a guide for minimum sampling and testing. Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VII (Continued)
ASPHALT CONCRETE PAVEMENT (Items 330 and 334)
(Not required when contract quantities are less than 3,000 tons.)

Material or Product	Test for	Test Number	Location or Time of Sampling (D)	Frequency of Sampling	Remarks
COMPLETE MIXTURE	Asphalt Content (%) (A)	Tex-236-F	Truck Sample (E)	Minimum of 1 per 5,000 tons	Determine correlation factors for ignition oven use at a minimum of one per project. Not required for Item 330.
	Voids in Mineral Aggregates (VMA)	Tex-207-F	Truck Sample Plant Produced (E)	1 per 5,000 tons	Not required for Item 330.
	Gradation (A)	Tex-236-F	Truck Sample	Minimum of 1 per 5,000 tons	Determine correlation factors for ignition oven use at a minimum of one per project. Performed at the discretion of the Engineer for Item 330.
	Boil Test	Tex-520-C		1 per project	Performed at the discretion of the Engineer for Item 330.
	Moisture Content	Tex-212-F Part II	Truck Sample	1 per 5,000 tons	Performed at the discretion of the Engineer for Item 330.
	Hydrocarbon-Volatile Content	Tex-213-F	Truck Sample	1 per 5,000 tons	Not required for Item 330.
	Lab Molded Density (A)	Tex-207-F	Truck Sample	1 per 5,000 tons	
	Hveem Stability (A)	Tex-208-F	Truck Sample	1 per 5,000 tons	Performed at the discretion of the Engineer for Item 330.
ROADWAY	Tack Coat Adhesion	Tex-243-F	Roadway	1 per project	Performed at the discretion of the Engineer.
	Ride Quality Type A Type B (A)	Tex-1001-S	Travel lanes	As per specifications	Engineer may verify Contractor's results.

Footnotes

- A When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the SiteManager Remarks field.
- B Sampling may be performed at the plant, quarry, or both. Aggregate properties may be re-tested at any time during the project.
- C Or as called for in the Specifications.
- D Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
- E Perform random sampling as specified in Tex-225-F, Random Selection of Bituminous Mixture Samples.

This is a guide for minimum sampling and testing. Testing frequency may need to be increased for high material variability or when test results approach specification limits.

GUIDE SCHEDULE OR SAMPLING AND TESTING (Per Contract)

TABLE VIII

ASPHALT CONCRETE PAVEMENT (Items 340)

Material or Product	Test for	Test Number	PROJECT TESTS		Remarks
			Location or Time of Sampling (D)	Frequency of Sampling	
COARSE AGGREGATE	L.A. Abrasion (A)	Tex-410-F	Stockpile (B)	1 per project, per source	Sampling and testing are not required when the published value of the source, as listed in the current Material Producer list for BRSQC, meets the project specifications. (D)
	Magnesium Sulfate Soundness (A)	Tex-411-A	Stockpile (B)	1 per project, per source	Sampling and testing are not required when the published value of the source, as listed in the current Material Producer list for BRSQC, meets the project specifications. (D)
	Gradation	Tex-200-F	Stockpile (B)	1 per project, per source	To determine that no more than 20% passes a #8 sieve. Performed at the discretion of the Engineer.
	MicroDeval	Tex-461-A	Stockpile (B)	Approximately one every 5,000 tons of production	Testing frequency may be reduced or eliminated based on a satisfactory test history.
	Flat and Elongated Particles	Tex-280-F	Stockpile (B)	1 per project, per source	Performed at the discretion of the Engineer.
	Coarse Aggregate Angularity	Tex-460-A Part I	Stockpile (B)	1 per project, per source	Performed at the discretion of the Engineer.
	Deleterious Material and Decant	Tex-217-F	Stockpile (B)	1 per project, per source	Performed at the discretion of the Engineer.

This is a guide for minimum sampling and testing. Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VIII (Continued)
ASPHALT CONCRETE PAVEMENT (Items 340)

			PROJECT TESTS		
Material or Product	Test for	Test Number	Location or Time of Sampling (D)	Frequency of Sampling	Remarks
RAP	Decant	Tex-217-F	Stockpile (B)	1 per project, per source	
	Plasticity Index	Tex-106-E	Stockpile (B)	1 per project, per source	Only required when the Decant exceeds 5%.
FINE AGGREGATE	Bar Linear Shrinkage	Tex-107-E	Stockpile (B)	1 per project, per source	Performed at the discretion of the Engineer.
	Organic Impurities	Tex-408-A	Stockpile (B)	1 per project, per source	Performed at the discretion of the Engineer.
	Gradation	Tex-200-F	Stockpile (B)	1 per project, per source	Performed at the discretion of the Engineer. Used to determine if the material meets gradation requirements of fine aggregates.
MINERAL FILLER	Bar Linear Shrinkage	Tex-107-E	Bin or Silo	1 per project, per source	Performed at the discretion of the Engineer.
	Gradation	Tex-200-F	Bin or Silo	1 per project, per source	Performed at the discretion of the Engineer.
COMBINED AGGREGATE	Sand Equivalent	Tex-203-F	Stockpiles, hot bins or feeder belts	1 per project, per source	Does not apply to Item 342 Permeable Friction Course Performed at the discretion of the Engineer.
ASPHALT BINDER	Compliance with Item 300 Binder & Tack coat (A)		Sampled, tested and preapproved by CSTM&P. Plant for Binder & Road for Tack Coat	1 each for binder and tack coat per project, per grade, per source	Test at least one sample taken from the project. Sample tack coat at the distributor on the roadway. Sample binder at how mix plant. Binder should arrive on the project pre-approved. If not pre-approved, sample binder before use.

This is a guide for minimum sampling and testing. Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VIII (Continued)
ASPHALT CONCRETE PAVEMENT (Items 340)

Material or Product	Test for	Test Number	PROJECT TESTS		Remarks
			Location or Time of Sampling (D)	Frequency of Sampling	
COMPLETE MIXTURE	Asphalt Content (%)	Tex-236-F	Truck Sample (D)	Minimum of 1 per day	Determine correlation factors for ignition oven at a minimum of one per project.
	Voids in Mineral Aggregates (VMA)	Tex-207-F	Truck Sample Plant Produced (D)	1 per day	
	Gradation (A)	Tex-236-F	Truck Sample	Minimum of 1 per day	Determine correlation factors for ignition oven at a minimum of one per project.
	Boil Test	Tex-530-C	Truck Sample	1 per project	Unless waived by the Engineer.
	Indirect Tensile – Dry	Tex-226-F		1 per project, per design	Unless waived by the Engineer.
	Lab Molded Density (A)	Tex-207-F	Truck Sample	1 per day	
	Hamburg Wheel Tracker (A)	Tex-242-F	Truck Sample	1 per project	Sample during production.
ROADWAY	Tack Coat Adhesion	Tex-243-F	Roadway	1 per project	Performed at the discretion of the Engineer.
	Air Voids (A)	Tex-207-F	Selected by Engineer (D)	1 per day (2 cores)	
	Ride Quality Type A Type B (A)	Tex-1001-S	Travel Lanes	As per specifications	Engineer may verify Contractor's results.

Footnotes

- A When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the SiteManager Remarks field.
- B Sampling may be performed at the plant, quarry, or both. Aggregate properties may be re-tested at any time during the project. These project tests may be used for one or more projects furnishing hot mix with the same aggregate source.
- C Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
- D Perform random sampling as specified in Tex-225-F, Random Selection of Bituminous Mixture Samples.

BID SUBMITTAL CHECKLIST

Items checked below represent components comprising this bid package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this bid. Bidders are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Purchasing Department immediately. It is the Bidder's responsibility to be thoroughly familiar with all Requirements and Specifications. Be sure you understand the following before you return your bid packet.

- 1. **Cover Sheet –**
- 2. **Table of Contents**
- 3. **Offer and Acceptance Form**
- 4. **General Requirements**
You should be familiar with all of the General Requirements.
- 5. **Special Requirements/Instructions**
Provides information you must know in order to make an offer properly.
- 6. **Specifications**
Contains the detailed description of the product/service sought by the County.
- 7. **Bid Form**
Used to solicit exact pricing of goods/services and delivery costs.
- 8. **Attachments**
 - a. **Bid Guaranty & Performance Bond Information & Requirements**
Applies only to certain bids/proposals. Read carefully and fill out completely.
 - b. **Bid Check Return Authorization Form**
Applies only to certain forms. Read carefully and fill out completely.
 - c. **Vehicle Delivery Instructions**
Included only when purchasing vehicles.
 - d. **Minimum Insurance Requirements**
Included when applicable (does not supersede "Hold Harmless" section of General Requirements).
 - e. **Workers' Compensation Insurance Coverage Rule 110.110**
Applicable for a building or construction contract.
 - f. **Financial Statement**
When this information is required, you must use this form.
 - g. **Reference Sheet**
 - h. **Other -** From time to time other attachments may be included.
 - i. Signature Page
 - j. Conflict of Interest
 - k. Good Faith Effort
 - l. Notice of Intent (HUB)
 - m. Declaration Form (HUB)
 - n. Residence Certification/Tax Form
 - o. Bid Affidavit

BIDDER MUST RETURN THIS PAGE WITH OFFER

OFFER AND ACCEPTANCE FORM

OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

_____			For clarification of this offer, contact:	
Company Name			_____	
_____			Name	
Address			_____	
_____	_____	_____	_____	_____
City	State	Zip	Phone	Fax
_____			_____	
Signature of Person Authorized to Sign			E-mail	
_____			_____	
Printed Name			_____	
_____			_____	
Title			_____	

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ACCEPTANCE OF OFFER

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. 10-036/KJS. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

Countersigned:

Ronald L. Walker
County Judge

Date

Carolyn L. Guidry
County Clerk

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BID FORM

Having carefully examined the Building and Contract Documents for Walter Umphrey State Park Pier Restoration in Jefferson County, Texas, as well as the premises and conditions affecting this work, and all other contract documents, the undersigned proposes to furnish all labor, equipment and materials necessary to complete the work for the following prices:

Item No.	Spec No.	Description	Est. Qty.	Unit	Unit Price	Unit Price (written)	Total
		BRIDGE ITEMS					
407	2008	REMOVE AND REPLACE SHEET PILING	1,040	SF	\$	and ____/100 Dollars	\$
409	2001	PRESTR CONC PIL (16 IN SQ)	1,920	LF	\$	and ____/100 Dollars	\$
420	2004	CL C CONC (BENT)	51	CY	\$	and ____/100 Dollars	\$
420	2035	CL S CONC (CIP SLAB SPAN)	93	CY	\$	and ____/100 Dollars	\$
425	2017	PRESTR CONC SLAB BEAM (5SB15)	546	LF	\$	and ____/100 Dollars	\$
450	2025	RAIL (TY PR1)	1,139	LF	\$	and ____/100 Dollars	\$
496	2007	REMOV STR (PIPE)	1,112	LF	\$	and ____/100 Dollars	\$
496	2041	REMOV STR (LARGE) (EXIST PIER)	1	EA	\$	and ____/100 Dollars	\$
496	2042	REMOV STR (SMALL) (LUMINAIRE)	4	EA	\$	and ____/100 Dollars	\$

Item No.	Spec No.	Description	Est. Qty.	Unit	Unit Price	Unit Price (written)	Total
500	2001	MOBILIZATION	1	LS	\$		\$
and ____/100 Dollars							
Subtotal							
		ELECTRICAL ITEMS					
618	2001	CONDT (PVC) (SCHD 40)(2")	618	LF	\$		\$
and ____/100 Dollars							
620	2001	ELEC CONDR (NO. 6) INSULATED	1,236	LF	\$		\$
and ____/100 Dollars							
620	2002	ELEC CONDR (NO. 8) BARE (GROUND)	618	LF	\$		\$
and ____/100 Dollars							
8000	2001	INSTALL DÉCOR ILLUM ASSEM	18	EA	\$		\$
and ____/100 Dollars							
Subtotal							
GRAND TOTAL (ALL ITEMS)							

Acknowledgment of Addenda (if any):

Addendum 1 _____ Date Received _____

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

BIDDER MUST RETURN THIS PAGE WITH OFFER

VENDOR REFERENCES

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

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SIGNATURE PAGE

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? **Yes** **No**

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

_____	_____
Bidder (Entity Name)	Signature
_____	_____
Street & Mailing Address	Print Name
_____	_____
City, State & Zip	Date Signed
_____	_____
Telephone Number	Fax Number

E-mail Address	

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CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local government entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
<p>1. Name of person doing business with local governmental entity.</p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="text-align: center; font-size: small;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p>	
<p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p>	

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CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

Yes No

C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship:

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

7.

Signature of person doing business with the governmental entity

Date

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GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

This information must be submitted with your bid.

Instructions: In order to determine if a “Good Faith Effort” was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/Consultant’s bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

- Yes No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?

- Yes No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?

- Yes No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant’s organization)?

- Yes No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?

- Yes No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?

- Yes No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If “No” was selected, please explain and include any pertinent documentation with your bid. If necessary, please use a separate sheet to answer the above questions.

Printed Name of Authorized Representative

Signature

Title

Date

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HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 1 OF 4

This information must be submitted with your bid.

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: \$ _____ Total HUB Subcontract(s): \$ _____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: Texas Bldg & Procurement Comm. Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

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**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM**
PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

Contact person that will be in charge of invoicing for this project:

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

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RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

- I certify that _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.
- I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ (city and state).

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal:	
Mailing address:	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

* This is the property amount identification number assigned by the Jefferson County Appraisal District.
 ** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

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BID AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____,

on this day personally appeared _____, who
(name)

after being by me duly sworn, did depose and say:

“I, _____ am a duly authorized officer of/agent
(name)
for _____ and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said _____.
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon.”

Name and address of bidder: _____

Fax: _____ Telephone# _____

by: _____ Title: _____
(print name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named
_____ on

this the _____ day of _____, 2010.

Notary Public in and for
the State of _____

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