



2802 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

December 02, 2019

Bidder's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY-**
Request for Bids - "Solar Light Project(s) in Precinct 1, commencing with Monte Alto, & Other
Unincorporated Townships with a minimum population of 700 residents, Parks & Other Designated
County Owned Properties"
RFB No.: 2019-295-12-18-YSS

Dear Gentleman/Ladies:

Enclosed, please find the Request for Bid (RFB) packet. **Modifications and new requirements** have been added and implemented. Carefully read and review all instructions, Requirements and Specifications.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the Request for Bids process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626 x 4874.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yss

**TABLE OF CONTENTS
REQUEST FOR BIDS
HIDALGO COUNTY**

“Solar Light Project(s) in Precinct 1, commencing with Monte Alto, & Other Unincorporated Townships with a minimum population of 700 residents, Parks & Other Designated County Owned Properties”

RFB No: 2019-295-12-18-YSS

ITEM	DESCRIPTION	NO. OF PAGES
1.	Request for Bids Letter	1
2.	Request for Bids, Table of Contents	1
3.	Request for Bids, Legal Notice	12
4.	Exhibit A, Specifications/Requirements	61
5.	General Notes	24
6.	Exhibit B	2
7.	Exhibit C, Insurance Requirements, Insurance/Project Acknowledgement Forms	5
8.	Exhibit D, (CIQ) Conflict of Interest Questionnaire (file - only if applicable)	2
9.	Exhibit E, Vendor/Bidder Application and W-9 form(s)	6
10.	Exhibit F, Certification Regarding Debarment	1
11.	Exhibit G, Title VI Appendices “A” through “E”	6
12.	Exhibit H, Required Contract Clauses for Contracts Under Federal Award 2 CFR, Appendix II & FEMA (If Applicable)	15
12.	Exhibit “I”, FHWA1273 (If Applicable)	13
13.	Exhibit “J”, Proposer’s Affidavit	1
14.	Draft Requirements Contract	9
15.	RFB Submittal Check List	1

The above-mentioned items shall be found in this Request for Bids-RFB packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.



REQUEST FOR BIDS (RFB)

HIDALGO COUNTY

“Solar Light Project(s) in Precinct 1, commencing with Monte Alto, & Other Unincorporated Townships with a minimum population of 700 residents, Parks & Other Designated County Owned Properties”

RFB NO: 2019-295-12-18-YSS

Acceptance Date:

December 18, 2019

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Project Contract Specialist Contact Information:
Yvette Salinas, Contract Specialist III
(956) 318-2626 Ext. 4874
yvette.salinas@co.hidalgo.tx.us

Form HCPD-04

1. Sealed proposals will be received for **Hidalgo County-“Solar Light Project(s) in Precinct 1, commencing with Monte Alto, & Other Unincorporated Townships with a minimum population of 700 residents, Parks & Other Designated County Owned Properties”**, in accordance with the specifications attached as Exhibit "A" hereto. Responses should address all specifications set forth. Bidders (may also be referred to as respondents, contractor or vendor) may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"), however, a strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. **One (1) original** (pages one-sided, clearly marked **ORIGINAL**) **One (1) copy** and **one (1) CD/USB in PDF Format are required**, with the respondent's name and address clearly typed/printed on upper left-hand corner and the proper notation clearly typed/printed on the lower left-hand corner of the envelope and/or package, **RFB: 2019-295-12-18-YSS Hidalgo County-“Solar Light Project(s) in Precinct 1, commencing with Monte Alto, & Other Unincorporated Townships with a minimum population of 700 residents, Parks & Other Designated County Owned Properties”**, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/Mailing: 2812 S. Business Hwy. 281 Administration Building, Edinburg, Texas, **on or before 9:30 am, Wednesday, December 18, 2019.**

NO FACSIMILES, EMAILS OR LATE ARRIVALS WILL BE ACCEPTED. ANY BIDS RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE AND/OR PACKAGE IN REFERENCE TO BID.

Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities or to accept the best and most advantageous to Hidalgo County.

Additionally, all forms listed below must be properly executed and included with your Bid:

1. Legal Notice (See **page 11**);
 2. Bid Page (See **Exhibit “B”**)
 3. Insurance pages with Acknowledgment Forms (See **Exhibit “C”**);
 4. Form CIQ-Conflict of Interest Questionnaire (See **Exhibit “D”**);
 5. Vendor Bidder Application & W-9 forms (See **Exhibit “E”**);
 6. Certification Regarding Debarment (See **Exhibit “F”**);
 7. (If applicable) - Required Contract Clauses for Contracts Under Federal Award – 2 CFR 200, Appendix II & FEMA (See **Exhibit “H”**);
 8. Proposer's Affidavit (See **Exhibit “J”**); and
 9. SAMS.gov Registration Acknowledgement (See **Number 17** below).
3. Hidalgo County reserves the right to separate and accept or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best-evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as

herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalog numbers and any necessary references.
7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.
8. County reserves the right to accept or reject any or all qualifications.
9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.
10. Costs are to be net F.O.B., County Prepaid.
11. The county is exempt from Federal Excise Tax, State Tax, and Local Tax. DO NOT include tax in cost figure. If it is determined that tax was included in the cost figure it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
13. **DELIVERY INSTRUCTIONS:**
 - No deliveries accepted after 3:00 P.M., Monday-Friday (if applicable).
 - At least seventy-two (72) hours prior notice of delivery must (if applicable) be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
 - If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
 - a) Name and address of successful respondent
 - b) Name and address of receiving department or official
 - c) Purchase Order Number and Contract number (if any)
 - d) Notation - **Hidalgo County-“Solar Light Project(s) in Precinct 1, commencing with Monte Alto, & Other Unincorporated Townships with a minimum population of 700 residents, Parks & Other Designated County Owned Properties”**
 - e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR’S OFFICE
 Postal/Mailing 2808 S. Business Hwy. 281
 Edinburg, Texas 78539
 956-318-2511

15. SCHEDULE OF EVENTS

Bid Opening, 9:30 A.M.	December 18, 2019
Award of Contract:	2019
Commence Work or Deliver Products:	2019

16. HIDALGO COUNTY HOLIDAYS:

2019 YEAR	
New Year’s Day	01/01/19
Martin Luther King Day	01/21/19
President’s Day	02/18/19
Good Friday	04/19/19
Memorial Day	05/27/19
Independence Day	07/04/19
Labor Day	09/02/19
Columbus Day	10/14/19
Veteran’s Day	11/11/19
Thanksgiving Day	11/28/19-11/29/19
Christmas Day	12/24/19-12/25/19
New Year’s Eve	12/31/19

17. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:

- If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed by a surety company authorized to do business in Texas.
- Together with the signing of a contract or issuance of a purchase order following the acceptance of qualification, and prior to the commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.
- If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.
- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty-Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.
- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.
- **All participants are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76. Register at SAMs System for Award Management for no fee.**

18. TITLE VI NOTICE/ NONDISCRIMINATION

- a) By submitting a bid, the bidder certifies that it will comply with the following nondiscrimination statutes and their implementing regulations. Title VI of the Civil Rights Act of 1964, as amended (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance. Title VI has been broadened by related statutes, regulations and executive orders as found in Appendices “A” through “E” as delineated in the USDOT Standard Title VI/Non-Discrimination Assurances-Specific Assurances to prohibit discrimination on other grounds including, but not limited to, religion, sex, age, and disability. (Title VI-Appendices “A” through “E”) are hereby attached as **Exhibit “G”**. The County’s entire Title VI policy may be found at <https://www.hidalgocounty.us/2071/Title-VINondiscrimination-Plan> and is hereby incorporated by reference.
- b) The following required statement and the applicable provisions of the Title VI Appendices “A” through “E” expanding these protections to the categories described herein are hereby incorporated by reference as applicable.

- “The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award”.
- c) The bidder will attach all applicable notices, including those referenced in Title VI – Appendices “A” through “E”, to which it is obligated to provide or submit as part of the bid.
- If applicable, Form FHWA 1273 – “*Required Contract Provisions Federal-Aid Construction Contracts*”, must be physically attached to certain Federal-aid construction contracts. A contractor (or subcontractor) is required to insert Form FHWA 1273 in each subcontract and all lower tier subcontracts. Form FHWA 1273 is attached as **Exhibit “I”**, and, if applicable, its provisions are incorporated in and made part of the contract entered into between the County and the successful respondent related to the present procurement.

ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.
- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

• NOTICE:

ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into.

Members of the commissioner's court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or negotiation with a vendor which has been specifically authorized by the governing body.

19. DISCLOSURE OF CONFLICT OF INTEREST

Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit "D", the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require the statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with the Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

If applicable, completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539 - Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

20. CERTIFICATE OF INTERESTED PARTIES (FORM HB1295)

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our packet. In accordance with these requirements, a business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the **RFB No. 2019-295** as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed, signed, and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to yvette.salinas@co.hidalgo.tx.us. Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit signed Form 1295 may result in a delay of the award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

THE AWARDED VENDOR WILL HAVE THIRTY (30) DAYS FROM THE DATE THE HIDALGO COUNTY COMMISSIONERS' COURT APPROVES THIS AGREEMENT TO

SUBMIT THE SIGNED FORM 1295. HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.

21. If during the life of any contract, or qualification awarded, the successful respondents' net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Qualifications and all goods and services provided thereunder shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards for Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate the respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:
 - Possess or is able to obtain adequate financial resources as required to perform under the qualification;
 - Be able to comply with the required or proposed delivery schedule;
 - Have a satisfactory record of performance;
 - Have a satisfactory record of integrity and ethics; and
 - Be otherwise qualified and eligible to receive an award.
24. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondents' officers, agents, and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) days written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County. County reserves the right to terminate the contract immediately in the event of breach or default by a successful respondent, or in the event, a successful respondent fails to:
 - A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise, perform in accordance with the requirements.
27. **Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability,**

claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim, or demand arises from event or casualty happening on or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondents' indemnity hereunder shall include but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by the successful respondent.

28. Successful respondent shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County approval. Items found to be defective or not meeting specifications shall be replaced by the successful respondent within two (2) business days at no expense to County. Items that are not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the items' nonconformity.
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas and will be performable exclusively in Hidalgo County, Texas.
30. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
31. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and the name of the representative or contact person.
32. **CONTRACTS SUBJECT TO FEDERAL AWARD:**
 - The procurement standards of 2 CFR, Part 200, including, but not limited to 2 CFR 200.317-200.326, and applicable Hidalgo County Purchasing Policy (found at <https://www.hidalgocounty.us/805/County-Administrative-Policies>) address the County's requirements, as a non-Federal entity, in regards to contracts it enters into that are subject to federal award. Pursuant to 2 CFR 200.236, the County, as a non-Federal entity, is required to include into contracts subject to federal award, the applicable provisions and contract clauses described in Appendix II to 2 CFR 200, the provisions of Appendix II to 2 CFR 200 and the required contract clauses found in **Exhibit "H"** are incorporated by reference, whether specified explicitly or not, as part of this procurement packet and any resulting agreement.
 - In addition, should the County's contracts under Federal award be subject to assistance from the Federal Emergency Management Agency (FEMA), FEMA requires the inclusion of contract terms in addition to those under Appendix II to 2 CFR 200. **If applicable**, the additional contract clauses required by FEMA are found in **Exhibit "H"** and incorporated by reference, whether specified explicitly or not, as part of this procurement packet and any resulting agreement. Should the contract be subject to assistance from FEMA, it is the County's intention to comply with FEMA requirements; therefore, any conflict in terms should be resolved as such.

- **If applicable**, in accordance with 2 CFR 200.319, Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. (*See* 2 CFR 200.219). Additionally, Hidalgo County policy provides that for federal road projects, engineers, engineering firms, and/or a subsidiary, affiliate, or a consultant of the engineer or engineering firm who has received compensation from the County, that assist in the development of, or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals, will be excluded from competing for such procurements (i.e...subsequent construction engineering/management and/or inspection/testing) for all other phases of the project. (*See* Hidalgo County Policy: “*Procedures for Selection and Contracting of Professional Service Providers for Federal Road Projects*” found at <https://www.hidalgocounty.us/805/County-Administrative-Policies>, which, if applicable, is incorporated by reference, whether specified explicitly or not, as part of this procurement packet and any resulting agreement for all purposes).

33. HISTORICALLY UNDERUTILIZED BUSINESS/DISADVANTAGED BUSINESS ENTERPRISES:

The County is committed to ensuring that Historically Underutilized Businesses (HUB) and Disadvantaged Business Enterprises (DBE) such as small business enterprises (SBE), minority and women-owned business enterprises (MWBE) receive a fair and equal opportunity for participation in the County’s procurement process. The County encourages the use of these enterprises both as prime and subcontractors. (*See Exhibit “E”* for requirements).

When federal funds are expended by the County, the County will take affirmative steps set forth in 2 CFR 200.321 to assure that small, minority, women-owned businesses and labor surplus area owned firms are used when possible. Pursuant to 2 CFR 321, the County requires that a prime contractor who uses sub-contractors take affirmative steps set forth in 2 CFR 200.321, including:

- a) Placing qualified small and minority business and women’s business enterprises on solicitation lists;
- b) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
- c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
- d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises; and
- e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Nothing in this section is to be construed to require the County to award a contract other than as required by law and Hidalgo County policies and procedures.

- ### 34. BOYCOTT ISRAEL VERIFICATION:
- In accordance with the Texas Government Code Chapter 2270, the County may not enter into a contract for goods or services with a vendor unless the contract contains a written verification from the vendor that it does not boycott Israel and will not

boycott Israel during the term of the contract. Pursuant to Sections 2270.001, 2270.002, 808.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.
3. Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

35. TEX. GOVT. CODE CH. 2252- ATTESTATION-TERRORIST ORGANIZATIONS: By submitting a response to this procurement request and/or accepting this Contract, Company attests that it is not identified on a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization as designated by the U.S. Secretary of State. The Texas State Comptroller will prepare and maintain this list as per Texas Government Code §2252.153, as amended. Contractor further understands that the County shall perform a search of the relevant database and a contract cannot be entered into with an entity that is identified therein. Search results shall be incorporated for all purposes as part of any resulting agreement entered into by the parties.
36. By signing the acknowledgement form to this legal notice, Vendor understands that it is providing written verification and certification that it does not boycott Israel and will not boycott Israel during the term of the contract. If Vendor claims an exception or otherwise cannot make this certification, then Vendor shall attach separate sheet(s) to provide the basis for the exemption or for not making the certification. Failure to comply or providing false information may result in rejection of Vendor's submission. **Vendor shall indemnify and hold harmless the County, its elected officials, employees and agents from any and all claims, damages, losses, expenses and costs of any nature based on the County's reliance on this verification.** Vendor's written verification is incorporated for all purposes as part of any resulting agreement.
37. Respondents must provide all applicable documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as non-conforming.

Request for Qualifications
For
HIDALGO COUNTY

“Solar Light Project(s) in Precinct 1, commencing with Monte Alto, & Other Unincorporated Townships with a minimum population of 700 residents, Parks & Other Designated County Owned Properties”

RFB NO: 2019-295-12-18-YSS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software, and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Table of Contents presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm:

Address:

By:

**Printed
Name:**

Title:

EXHIBIT "A"
SPECIFICATIONS/REQUIREMENTS

Hidalgo County

**“Solar Light Project(s) in Precinct 1, commencing with Monte Alto, & Other
Unincorporated Townships with a minimum population of 700 residents, Parks &
Other Designated County Owned Properties”**

Bid No.: 2019-295-12-18-YSS

Product Specifications:

Hidalgo County is seeking bids for Roadway Street Lighting to be solar powered for Solar Light Project(s) in Precinct 1, commencing with Monte Alto, & Other Unincorporated Townships with a minimum population of 700 residents, Parks & Other Designated County Owned Properties. The bid must include, but is not limited to the following specifications:

The following specifications have been selected by me for the purposes of the aforementioned project on this date of November 20, 2019.

Specifications :TxDOT 2014

- 416 – Drill Shaft Foundations**
- 421 – Hydraulic Cement Concrete**
- 441- Steel Structures**
- 442 – Metal for Structures**
- 445- Galvanizing**
- 449- Anchor Bolts**
- 616 – Performance Testing for Lighting Systems**
- 618 – Conduit**
- 620- Electrical Conductors**

Special Specification

- 6290 – Galvanized Iron Pipe**
- 6363 – LED Roadway Illumination Assembly**



The seal appearing on
this document was
authorized by
OSCAR CANCINO
P. E. 107186, on

November 20, 20 19

[Handwritten Signature] P.E.

TERMS & CONDITIONS:

1. Term of contract is for two (2) years.
2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
3. Hidalgo County will seek purchases from state awarded vendors whenever it is, its best interest to do so.
4. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.
5. Hidalgo County reserves the right to award to multiple vendors if the County determines it is in its best interest to do so.
6. Any contract awarded to a successful bidder will be in effect until;
 - a) The contract expires
 - b) Delivery acceptance of products and/or performance of services ordered, or
 - c) Terminated by County with thirty (30) days written notice prior to be cancellation.
7. **NAME BRANDS:** Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with bidders. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.
8. Hidalgo County reserves the right to add or delete items during the term of the contract under the same terms and conditions.
9. The awarded vendor will maintain all insurance requirements and its limits throughout the agreement term and any extension hereof, as described and listed in Exhibit "C" Insurance requirements.
10. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
11. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities or to accept the bid considered the best and most advantage to the County.

12. Bidder(s) agree that to the extent an item(s) is unavailable from Bidder(s) own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.
13. Hidalgo County reserves the right to evaluate items listed in this RFB based upon criteria that is common among the items.
14. Bid prices quoted shall remain firm for the period of the contract and shall include the cost of shipping and delivery of all items to the designated FOB point.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA EMAIL yvette.salinas@co.hidalgo.tx.us NO LATER THAN, December 09, 2019 BY 5:00 PM. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA EMAIL BY NO LATER THAN December 11, 2019.

EXHIBIT “A”

SPECIFICATIONS:

Hidalgo County

“Solar Light Project(s) in Precinct 1, commencing with Monte Alto, & Other Unincorporated Townships with a minimum population of 700 residents, Parks & Other Designated County Owned Properties”

RFB No.: 2019-295-12-18-YSS

SCOPE OF WORK, SPECIFICATION REQUIREMENTS AND OTHER TERMS & CONDITIONS:

The County Of Hidalgo requests proposals for:

“Roadway Lighting improvements within the community of Monte Alto”

(See attached specifications as prepared by Strada Engineering and Consulting)

Engineering Firm Contact:

Oscar Cancino, P.E.

3400 N McColl Rd

Suite 4

McAllen, TX 78501

ocancino@rgv.rr.com

956-638-0433

Item 416

Drilled Shaft Foundations



1. DESCRIPTION

Construct foundations consisting of reinforced or non-reinforced concrete drilled shafts.

2. MATERIALS

Use materials that meet the requirements of the following Items.

- Item 421, "Hydraulic Cement Concrete,"
- Item 440, "Reinforcement for Concrete," and
- Item 448, "Structural Field Welding."

Use concrete for drilled shafts that meets the requirements of Table 1 unless otherwise shown on the plans.

Table 1
Concrete for Drilled Shafts

Drilled Shaft Type	Concrete
Non-reinforced	Class A
Reinforced	Class C
Slurry and underwater concrete placement	Class SS

Use coarse aggregate Grade 4, 5, or 6 for drilled shaft concrete in reinforced drilled shafts. Grade 2 or 3 may be used if the shaft is dry and reinforcing steel has a 5 in. minimum clear spacing.

Use a water-reducing, retarding admixture in accordance with [DMS-4640](#), "Chemical Admixtures for Concrete," in all concrete when using casing that will be pulled or when placing shafts underwater or under slurry.

Use concrete with slump that meets the requirements of Table 2 as determined by [Tex-415-A](#).

Table 2
Slump Requirements

Placement Type	Minimum Acceptable Placement Slump, in.	Recommended Design and Placement Slump, in.	Maximum Acceptable Placement Slump, in.
Dry	5-1/2	6-1/2	7-1/2
Underwater and under slurry	7	8	9

Perform a slump loss test in accordance with [Tex-430-A](#) before beginning work when casing is to be pulled or concrete is to be placed underwater or under slurry. Provide concrete that will maintain a slump of at least 4 in. throughout the entire anticipated time of concrete placement. Time of concrete placement is described in Section 416.3.6., "Concrete," and Section 416.3.7., "Additional Requirements for Slurry Displacement or Underwater Concrete Placement Methods." Note the temperature of the concrete mix at the beginning of the slump loss test. Place the concrete if its temperature at the time of placement into the drilled shaft is no more than 10°F higher than the slump loss test temperature. Use ice or other concrete cooling ingredients to lower concrete temperature, or run additional slump loss tests at the higher temperatures. Slump loss testing will be waived if anticipated time of concrete placement is less than 90 minutes.

Use mineral drilling slurry that meets the requirements of Table 3, as determined by [Tex-130-E](#). Determine pH of slurry by [Tex-128-E](#) or pH paper strips.

**Table 3
Mineral Slurry Requirements**

Before Introduction into the Excavation			Sampled from the Bottom of the Excavation before Concreting		
Specific Gravity	Sand Content	pH	Specific Gravity	Viscosity (sec.)	Sand Content
≤ 1.10	≤ 1%	8–11	≤ 1.15	≤ 45	≤ 4%

Use mineral slurry consisting of processed bentonite or attapulgate clays mixed with clean fresh water. Do not use partially hydrolyzed polyacrylamide (PHPA) polymeric slurry or any blended mineral-polymer slurry.

If approved, water may be used as the drilling fluid. In this case, all of the provisions of Table 3 must be met except that the maximum specific gravity is not to exceed 1.12.

Sample slurry from the bottom of the hole, before placing concrete, and test it in accordance with [Tex-130-E](#). Use a pump or air lift to remove slurry that does not meet the requirements of Table 3 while adding fresh clean slurry to the top of the hole to maintain the slurry level. Continue this operation until the slurry sampled from the bottom of the hole meets the requirements.

3. CONSTRUCTION

Submit Drilled Shaft installation plan for review no later than one month before drilled shaft construction. Include the following in the plan:

- Name and experience record of the drilled shaft superintendent who will be in charge of drilled shaft operations for this project.
- List of proposed equipment to be used, including cranes, drills, augers, bailing buckets, final cleaning equipment, desanding equipment, slurry pumps, core sampling equipment, tremies or concrete pumps, casing, etc.
- Details of overall construction operation sequence and the sequence of shaft construction in bents or groups.
- Details of shaft excavation methods.
- When the use of slurry is anticipated, details of the slurry mix design and its suitability for the subsurface conditions at the construction site, mixing and storage methods, maintenance methods and disposal procedures.
- Details of methods to clean the shaft excavation.
- Details of reinforcement placement, including support and centralization methods.
- Details of concrete placement, including proposed operational procedures for free fall, tremie or pumping methods.
- Details of casing installation and removal methods.

The installation plan will be reviewed for conformance with the plans, specifications and special provisions. The Contractor will be notified within 14 days of receipt of the installation plan of any additional information required and/or changes necessary to meet the contract requirements. All procedural approvals given will be subject to trial in the field and will not relieve the Contractor of the responsibility to satisfactorily complete the work as detailed in the plans and specifications.

Place the shaft to within the following tolerances:

- Vertical plumbness—1 in. per 10 feet of depth.
- Center of shaft located under column—1 in. of horizontal plan position.
- Center of shaft located under footing—3 in. of horizontal plan position.

Complete the embankment at bridge ends before installing drilled shafts that pass through the fill. Refer to Item 423, "Retaining Walls," for provisions for drilled shafts passing through the structural volume of retaining walls.

- 3.1. **Excavation.** The plans indicate the expected depths and elevations for encountering satisfactory bearing material. Excavate as required for the shafts through all materials encountered to the dimensions and elevations shown on the plans or required by the site conditions. Removal of man-made obstructions not shown on the plans will be paid for in accordance with Article 9.7., "Payment for Extra Work and Force Account Method." Adjust the bottom of the shaft or alter the foundation if satisfactory founding material is not encountered at plan elevation, as approved to satisfactorily comply with design requirements. Blasting is not allowed for excavations.

Stop drilling if caving conditions are encountered, and adopt a construction method that stabilizes the shaft walls.

Do not excavate a shaft within 2 shaft diameters (clear) of an open shaft excavation, or one in which concrete has been placed in the preceding 24 hr.

Dispose of material excavated from shafts and not incorporated into the finished project in accordance with the plans and with federal, state, and local laws.

Provide suitable access, lighting, and equipment for proper inspection of the completed excavation and checking the dimensions and alignment of shafts excavation.

- 3.2. **Core Holes.** Take cores to determine the character of the supporting materials if directed. Use a method that will result in recovery of an intact sample adequate for judging the character of the founding material. Such cores should be at least 5 ft. deeper than the proposed founding grade or a depth equal to the diameter of the shaft, whichever is greater. Take these cores when the excavation is complete.

- 3.3. **Casing.** Use casing when necessary to prevent caving of the material, to exclude ground water, when slurry is used for hole stabilization, or when required as part of the Contractor's Safety Plan. Provide casing with an outside diameter not less than the specified diameter of the shaft. The portion of shaft below the casing may be as much as 2 in. smaller than the specified shaft diameter. No extra compensation will be made for concrete required to fill an oversized casing or oversized excavation. Use casing strong enough to withstand handling stresses and pressures of concrete and of the surrounding earth or water, and that is watertight, smooth, clean, and free of accumulations of hardened concrete.

Use construction methods that result in a minimal amount of disturbed soil being trapped outside the casing. This does not apply to temporary undersized casings used to protect workers inside shafts or to drilled shafts designed for point bearing only.

Leave casing in place only if authorized or shown on the plans. Extract casing only after placing the concrete to an appropriate level. Maintain sufficient concrete in the casing at all times to counteract soil and water pressure. Rotate or move the casing up or down a few inches if necessary before and during concrete placement to facilitate extraction of the casing.

- 3.4. **Requirements for Slurry Displacement Method.** When soil conditions warrant, use the slurry displacement method to construct drilled shafts unless otherwise shown on the plans. Use this method to support the sides of the excavation with processed mineral slurry that is then displaced by concrete to form a continuous concrete shaft.

Install surface casing to a minimum of 10 ft. below existing ground before introducing slurry. Do not use casing other than surface casing. Do not use surface casing longer than 20 ft. without approval. Do not extract the surface casing until after placing the concrete.

Pre-mix slurry in a reservoir with enough capacity to fill the excavation and for recovery of the slurry during concrete placement. Do not mix slurry in the shaft excavation or other hole. Allow adequate time for hydration of the slurry before introduction into the excavation.

Maintain a head of slurry in the shaft excavation at or near ground level or higher, as necessary, to counteract ground water pressure during and after drilling.

Use an air lift or proper size cleanout bucket, just before placing reinforcing steel, to remove any material that may have fallen from the sides of the excavation or accumulated on the bottom after the completion of drilling. Use a cleanout bucket if material is too large to be picked up with an air lift.

Re-process the hole with the auger as directed if concrete placement is not started within 4 hr. of the completion of the shaft excavation. Then clean the bottom with an air lift or cleanout bucket, and check the slurry at the bottom of the hole for compliance with the slurry requirements of Article 416.2., "Materials."

Agitate the congealed slurry to liquefaction if the slurry forms a gel before concrete placement, and whenever directed.

Recover and dispose of all slurry as approved, and in accordance with all federal, state, and local laws. Do not discharge slurry into or in close proximity to streams or other bodies of water.

3.5.

Reinforcing Steel. Completely assemble the cage of reinforcing steel, and place it as a unit immediately before concrete placement. The cage consists of longitudinal bars and lateral reinforcement (spiral reinforcement, lateral ties, or horizontal bands). Connect individual segments with couplers or by lapping steel as approved if overhead obstacles prevent placement of the cage as a single unit.

Extend the reinforcing steel cage as follows if the shaft is lengthened beyond plan length unless directed otherwise.

- Extend the cage to the bottom for shafts supporting structures other than bridges.
- Extend the cage to 25 ft. or to the bottom, whichever is shorter, for bridge shafts with plan lengths less than 25 ft.
- Do not extend the cage for bridge shafts with plan lengths at least 25 ft. that are lengthened less than 33% of plan length.
- Extend the cage as directed for bridge shafts with plan lengths at least 25 ft. that are lengthened more than 33% of plan length.

If the cage does not reach the bottom of the shaft, it may be suspended, or a portion of the longitudinal steel may be extended to support the cage on the bottom of the shaft. Bars used to extend or support the cage may be lap spliced or welded by a qualified welder. Place the extension at the bottom of the shaft.

Tie spiral reinforcement to the longitudinal bars at a spacing no more than 24 in., or as required for a stable cage. Ensure lateral reinforcement is not welded to longitudinal bars unless otherwise shown on the plans.

Center the reinforcing steel cage in the excavation using approved "roller" type centering devices unless otherwise approved. Use concrete or plastic chairs to keep the reinforcing cage off of the bottom of the hole. Use centering devices starting at 1.5 ft. off from the bottom of the cage and spaced vertically at intervals not exceeding 10 ft. Use a minimum of 3 centering devices per level at a spacing not to exceed 30 in. Flat or crescent-shaped centralizers ("sleds") are not allowed.

Support or hold down the cage to control vertical displacement during concrete placement or extraction of the casing. Use support that is concentric with the cage to prevent racking and distortion of the steel.

Check the elevation of the top of the steel cage before and after concrete placement or after casing extraction when casing is used. Downward movement of the steel up to 6 in. per 20 feet of shaft length and upward movement of the steel up to 6 in. total are acceptable.

Maintain the minimum length of steel required for lap with column steel. Use dowel bars if the proper lap length is provided both into the shaft and into the column. Locate and tie all dowel bars into the cage before placing concrete or insert dowel bars into fresh, workable concrete.

Locate and tie anchor bolts when required before placement of concrete. Use templates or other devices to assure accurate placement of anchor bolts.

- 3.6. **Concrete.** Perform all work in accordance with Item 420, "Concrete Substructures." Provide concrete with maximum placement temperatures as specified in Table 4. Provide thermal analysis to show and temperature recording devices to verify maximum core temperature requirements are met as specified in Section 420.4.7.14., "Mass Placements," as directed.

Table 4
Maximum Concrete Placing Temperature

Shaft Size	Mix Design Options 1–5	Mix Design Options 6–8
Diameter < 5 ft.	95°F	95°F
5 ft. ≤ Diameter ≤ 7 ft.	95°F	85°F
7 ft. < Diameter	85°F	75°F

Form portions of drilled shaft that project above natural ground.

Remove loose material and accumulated seep water from the bottom of the excavation before placing concrete. Place concrete using underwater placement methods if water cannot be removed.

Place concrete as soon as possible after all excavation is complete and reinforcing steel is placed. Provide workable concrete that does not require vibrating or rodding. Vibrate formed portions of drilled shafts.

Place concrete continuously for the entire length of the shaft. Limit free fall of concrete to 25 ft. for dry shafts of 24 in. or smaller diameter. Use a suitable tube or tremie to prevent segregation of materials. Use a tube or tremie in sections to provide proper discharge and permit raising as the placement progresses. For dry shafts over 24 in. diameter, concrete can be allowed to free fall an unlimited distance if it does not strike the reinforcing cage or sides of the hole during placement. Provide a hopper with a minimum 3-ft. long drop-tube at the top of the shaft to direct concrete vertically down the center of the shaft when free fall is used. Do not use a shovel or other means to simply deflect the concrete discharge from the truck.

Maintain a sufficient head of concrete for cased shafts at all times above the bottom of the casing to overcome hydrostatic pressure. Extract casing at a slow, uniform rate with the pull in line with the axis of the shaft. Monitor the concrete level in the casing during extraction. Stop the extraction and add concrete to the casing as required to ensure a completely full hole upon casing removal. The elapsed time from the mixing of the first concrete placed into the cased portion of the shaft until the completion of extraction of the casing must not exceed the time for which the concrete maintains a slump of over 4 in. in accordance with Article 416.2., "Materials." Modify the concrete mix, the construction procedures, or both for subsequent shafts if the elapsed time is exceeded.

Cure the top surface and treat any construction joint area in accordance with Item 420, "Concrete Substructures."

- 3.7. **Additional Requirements for Slurry Displacement or Underwater Concrete Placement Methods.** Place concrete on the same day the shaft is excavated and as soon as possible after all excavation is complete and reinforcing steel is placed. Use an air lift or cleanout bucket of the proper size to clean the bottom of the excavation before placing the reinforcing steel cage and concrete. Place concrete through a closed tremie or pump it to the bottom of the excavation. The minimum tremie diameter will be at least 6 times the maximum size of aggregate used in the concrete mix but not less than 10 in. Initially seal the tremie or pump line to positively separate the concrete from the slurry or water. Place concrete continuously from the beginning of placement until the shaft is completed. Keep the tremie full of concrete and well submerged in the previously placed concrete at all times if using a tremie. Raise the tremie as necessary to maintain the free flow of concrete and the stability of any casing used. Keep the discharge tube submerged in the previously placed concrete at all times if using a pump. Place additional concrete to ensure the removal of any contaminated concrete at the top of the shaft. Allow the top portion of concrete to flush completely from the hole at the completion of the pour until there is no evidence of slurry or water contamination. Do not attempt to remove this concrete with shovels, pumps, or other means. Level the top of shaft with hand tools as necessary.

Use a sump or other approved method to channel displaced fluid and concrete away from the shaft excavation. Recover slurry and dispose of it as approved. Do not discharge displaced fluids into or near

streams or other bodies of water. Provide a collar or other means of capturing slurry and the top portion of concrete flushed from the shaft for pours over water.

Remove the tube, reseal it at the bottom, penetrate with the tube into the concrete already placed by at least 5 ft., and recharge it before continuing if concrete placement is interrupted due to withdrawal of the submerged end of the tremie or pump discharge tube before completion. If this condition exists, notify the Engineer and note the elevation and circumstances related to the loss of seal on the drilled shaft log.

The elapsed time from the mixing of the first concrete placed until the completion of concrete placement, including extraction of the casing, must not exceed the time for which the concrete maintains a slump of over 4 in. in accordance with Article 416.2., "Materials." Modify the concrete mix, the construction procedures, or both for subsequent shafts if the elapsed time is exceeded.

- 3.8. **Test Load.** Load test shafts, if required, in accordance with Item 405, "Foundation Load Test."
- 3.9. **Trial Shaft.** When required on the plans, construct trial shafts to the depth and diameter specified on the plans. Trial shafts include: drilling the hole, placement of the rebar cage (unless otherwise stated), and placement of the concrete. When trial shafts are required, delay start of production shafts until successful completion of trial shafts.

4. MEASUREMENT

- 4.1. **Drilled Shaft.** Drilled shaft foundations will be measured by the foot to the bottom of the shaft.
- 4.1.1. **Interior Bents and Piers.** Shafts will be measured from a point approximately 6 in. below the finished earthwork elevation at the center of each shaft, unless specific elevations or dimensions are indicated on the plans or unless otherwise directed to meet unusual conditions. The bent height shown on the plans is for estimating purposes only and does not control the top-of-shaft measurement.
- 4.1.2. **Abutment Bents and Retaining Walls.** Shafts will be measured from the bottom of footing or cap elevation.
- 4.1.3. **Other Non-Bridge Structures.** Shafts, including trial shafts, will be measured from the top of the shaft.
- 4.2. **Core Hole.** Core holes will be measured by each core hole drilled.

5. PAYMENT

The unit prices bid for the various classifications of drilled shafts will be full compensation for excavation; furnishing, placing, and removing casing; furnishing, processing, and recovering slurry; furnishing, and placing reinforcing steel; pumping; furnishing and placing concrete, including additional concrete required to fill an oversize casing or oversize excavation; conducting slump loss tests; backfilling; disposing of cuttings and slurry; and materials, tools, equipment, labor, and incidentals.

When the bottom of a drilled shaft is placed at an elevation below plan grade, no direct payment will be made for extra reinforcement placed to support the cage. The extra reinforcement will be considered subsidiary to the price bid per foot of shaft. No extra payment will be made for casings left in place.

No payment will be made for "Drilled Shaft" until the concrete has been placed.

- 5.1. **Drilled Shaft.** 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 "Drilled Shaft," "Drilled Shaft (Non-reinforced)," "Drilled Shaft (Sign Mounts)," "Drilled Shaft (High Mast Pole)," "Drilled Shaft (Roadway Illumination Pole)," or "Drilled Shaft (Traffic Signal Pole)" of the specified diameter, subject to the limitations for overruns authorized by the Engineer given in Section 416.5.1.1., "Overrun."

- 5.1.1. **Overrun.** Payment for individual completed shaft lengths up to and including 5 ft. in excess of the maximum plan length shaft, as defined in Section 416.5.1.2., "Maximum Plan Length Shaft," will be made at the unit price bid per foot of the specified diameter.

Payment for the portion of individual completed shaft length in excess of 5 ft. and up to and including 15 ft. more than the maximum plan length shaft, as defined in this Item, will be made at a unit price equal to 115% of the unit price bid per foot of the specified diameter.

Payment for the portion of individual completed shaft length in excess of 15 ft. more than the maximum plan length shaft, as defined in Section 416.5.1.2., "Maximum Plan Length Shaft," will be made at a unit price equal to 125% of the unit price bid per foot of the specified diameter.

- 5.1.2. **Maximum Plan Length Shaft.** Payment described above is subject to the following provisions for extra depth drilling:

- For bridge structures, the maximum plan length shaft is the maximum length shaft, regardless of diameter, for any drilled shaft on that specific bridge.
- For retaining walls, the maximum plan length shaft is the maximum length shaft, regardless of diameter, for any drilled shaft on that specific retaining wall.
- For overhead sign structures, the maximum plan length shaft is the maximum length shaft, regardless of diameter, for any overhead sign structures included in the Contract.
- For high mast illumination poles, the maximum plan length shaft is the maximum length shaft, regardless of diameter, for any high mast illumination pole included in the Contract.
- For roadway illumination poles, the maximum plan length shaft is the maximum length shaft, regardless of diameter, for any roadway illumination pole included in the Contract.
- For traffic signal poles, the maximum plan length shaft is the maximum length shaft, regardless of diameter, for any traffic signal pole included in the Contract.

- 5.2. **Core Hole.** Core holes will be paid at \$200 each.

Item 421

Hydraulic Cement Concrete



1. DESCRIPTION

Furnish hydraulic cement concrete for concrete pavements, concrete structures, and other concrete construction.

2. MATERIALS

Use materials from prequalified sources listed on the Department website. Provide coarse and fine aggregates from sources listed in the Department's *Concrete Rated Source Quality Catalog (CRSQC)*. Use materials from non-listed sources only when tested and approved by the Engineer before use. Allow 30 calendar days for the Engineer to sample, test, and report results for non-listed sources. Do not combine approved material with unapproved material.

2.1. **Cement.** Furnish cement conforming to [DMS-4600](#), "Hydraulic Cement."

2.2. **Supplementary Cementing Materials (SCM).**

- **Fly Ash.** Furnish fly ash, ultra-fine fly ash (UFFA), and modified Class F fly ash (MFFA) conforming to [DMS-4610](#), "Fly Ash."
- **Slag Cement.** Furnish Slag Cement conforming to [DMS-4620](#), "Slag Cement."
- **Silica Fume.** Furnish silica fume conforming to [DMS-4630](#), "Silica Fume."
- **Metakaolin.** Furnish metakaolin conforming to [DMS-4635](#), "Metakaolin."

2.3. **Cementitious Material.** Cementitious materials are the cement and supplementary cementing materials used in concrete.

2.4. **Chemical Admixtures.** Furnish admixtures conforming to [DMS-4640](#), "Chemical Admixtures for Concrete."

2.5. **Water.** Furnish mixing and curing water that is free from oils, acids, organic matter, or other deleterious substances. Water from municipal supplies approved by the Texas Department of Health will not require testing. Provide test reports showing compliance with Table 1 before use when using water from other sources.

Water that is a blend of concrete wash water and other acceptable water sources, certified by the concrete producer as complying with the requirements of both Table 1 and Table 2, may be used as mix water. Test the blended water weekly for 4 weeks for compliance with Table 1 and Table 2 or provide previous test results. Then test every month for compliance. Provide water test results upon request.

Table 1
Chemical Limits for Mix Water

Contaminant	Test Method	Maximum Concentration (ppm or mg/L)
Chloride (Cl)	ASTM C114	
Prestressed concrete		500
Bridge decks & superstructure		500
All other concrete		1,000
Sulfate (SO ₄)	ASTM C114	2,000
Alkalies (Na ₂ O + 0.658K ₂ O)	ASTM C114	600
Total solids	ASTM C1603	50,000

Table 2
Acceptance Criteria for Questionable Water Supplies

Property	Test Method	Limits
Compressive strength, min % control at 7 days	ASTM C31, ASTM C39 ^{1,2}	90
Time of set, deviation from control, h:min.	ASTM C403	From 1:00 early to 1:30 later

1. Base comparisons on fixed proportions and the same volume of test water compared to the control mix using 100% potable water or distilled water.
2. Base comparisons on sets consisting of at least 2 standard specimens made from a composite sample.

Do not use mix water that has an adverse effect on the air-entraining agent, on any other chemical admixture, or on strength or time of set of the concrete. Use mixing and curing water free of iron and other impurities that may cause staining or discoloration when using white hydraulic cement.

2.6. **Aggregate.**

- 2.6.1. **Coarse Aggregate.** Provide coarse aggregate consisting of durable particles of gravel, crushed blast furnace slag, recycled crushed hydraulic cement concrete, crushed stone, or combinations which are free from frozen material and from injurious amounts of salt, alkali, vegetable matter, or other objectionable material, either free or as an adherent coating. Provide coarse aggregate of uniform quality throughout.

Provide coarse aggregate with the requirements listed in Table 3 unless otherwise shown on the plans.

Table 3
Coarse Aggregate Requirements

Description	Test Method	Limit
Weight of Clay Lumps, % Max	Tex-413-A	0.25
Weight of Shale, % Max		1.0
Weight of Laminated and Friable Particle, % Max		5.0
L.A. Abrasion Wear, % Max	Tex-410-A	40
5-Cycle Magnesium Sulfate Soundness, ^{1,2} non-air-entrained concrete, % Max	Tex-411-A	25
5-Cycle Magnesium Sulfate Soundness, ^{1,3} air-entrained concrete, % Max		18
Loss by Decantation, % Max	Tex-406-A	1.5

1. Recycled crushed hydraulic cement concrete is not subject to 5-cycle magnesium sulfate soundness requirements.
2. Allowed when air-entrained concrete is used at the Contractor's option.
3. Only when air-entrained concrete is required by the plans.

Increase the loss by decantation limit to 3.0% for all classes of concrete and 5.0% for Class A, B, and P if the material finer than the No. 200 sieve is determined to be at least 85% calcium carbonate in accordance with [Tex-406-A](#), Part III, in the case of coarse aggregates made primarily from crushing stone unless otherwise shown on the plans. Provide test results upon request.

Provide coarse aggregate or combination of aggregates conforming to the gradation requirements shown in Table 4 when tested in accordance with [Tex-401-A](#) unless otherwise specified.

Table 4
Coarse Aggregate Gradation Chart

Aggregate Grade No. ¹	Maximum Nominal Size	Percent Passing on Each Sieve								
		2-1/2"	2"	1-1/2"	1"	3/4"	1/2"	3/8"	#4	#8
1	2"	100	80-100	50-85		20-40			0-10	
2	1-1/2"		100	95-100		35-70		10-30	0-10	
3	1-1/2"		100	95-100		60-90	25-60		0-10	
4 (57)	1"			100	95-100		25-60		0-10	0-5
5 (67)	3/4"				100	90-100		20-55	0-10	0-5
6 (7)	1/2"					100	90-100	40-70	0-15	0-5
7	3/8"						100	70-95	0-25	
8	3/8"						100	95-100	20-65	0-10

1. Corresponding ASTM C33 gradation shown in parentheses.

2.6.2.

Fine Aggregate. Provide fine aggregate consisting of clean, hard, durable particles of natural, manufactured sand, recycled crushed hydraulic cement concrete, slag, lightweight aggregate, or a combination thereof. Provide fine aggregate free from frozen material and from injurious amounts of salt, alkali, vegetable matter, or other objectionable material.

Provide fine aggregates with the requirements in Table 5 unless otherwise shown on the plans.

Table 5
Fine Aggregate Requirements

Description	Test Method	Limit
Weight of Clay Lumps, % Max	Tex-413-A	0.50
Organic Impurities ¹	Tex-408-A	Color not darker than standard
Sand Equivalent	Tex-203-F	80
Fineness Modulus	Tex-402-A	2.3 to 3.1

1. Only when air-entrained concrete is specified.

Provide fine aggregate or combinations of aggregates conforming to the gradation requirements shown in Table 6 when tested in accordance with [Tex-401-A](#) unless otherwise specified.

Table 6
Fine Aggregate Gradation Chart (Grade 1)

Sieve Size	Percent Passing
3/8"	100
#4	95-100
#8	80-100
#16	50-85
#30	25-65
#50	10-35 ¹
#100	0-10
#200	0-3 ²

1. 6-35 when sand equivalent value is greater than 85.

2. 0-6 for manufactured sand.

2.6.3.

Intermediate Aggregate. Provide intermediate aggregate consisting of clean, hard, durable particles of natural, manufactured sand, slag, recycled crushed hydraulic cement concrete, lightweight aggregate, or a combination thereof when optimized aggregate gradation (OAG) concrete is specified or when used at the Contractor's option. Provide intermediate aggregate free from frozen material and injurious amounts of salt, alkali, vegetable matter, or other objectionable material.

Provide intermediate aggregate with the requirements in Table 7.

Table 7
Intermediate Aggregate Requirements

Description	Test Method	Limit
Weight of Clay Lumps, % Max	Tex-413-A	0.50
L.A. Abrasion Wear, ¹ % Max	Tex-410-A	40
5-Cycle Magnesium Sulfate Soundness, ^{1,2,3} non-air-entrained concrete, % Max	Tex-411-A	25
5-Cycle Magnesium Sulfate Soundness, ^{1,2,4} air-entrained concrete, % Max		18
Organic Impurities ⁵	Tex-408-A	Color not darker than standard
Loss by Decantation, ¹ % Max	Tex-406-A	1.5

1. Only applies to the portion retained on the No. 4 sieve, if more than 30% of the intermediate aggregate is retained on the No. 4 sieve.
2. Recycled crushed hydraulic cement concrete is not subject to 5-cycle magnesium sulfate soundness requirements.
3. Allowed when air-entrained concrete is used at the Contractor's option.
4. Only when air-entrained concrete is required by the plans.
5. Only applies to the portion passing the 3/8 in. sieve, if more than 30% of the intermediate aggregate is passing the 3/8 in. sieve.

For the portion retained on the No. 4 sieve, if more than 30% of the intermediate aggregate is retained on the No. 4 sieve, and in the case of aggregates made primarily from crushing stone, unless otherwise shown on the plans, the loss by decantation may be increased to 3.0% for all classes of concrete and 5.0% for Class A, B, and P if the material finer than the No. 200 sieve is determined to be at least 85% calcium carbonate in accordance with [Tex-406-A](#), Part III. Provide test results upon request.

- 2.7. **Mortar and Grout.** Furnish pre-packaged grouts conforming to [DMS-4675](#), "Cementitious Grouts and Mortars for Miscellaneous Applications," when specified for applications other than post-tension grouting.

Section 421.4.2.6., "Mix Design Options," does not apply for mortar and grout.

- 2.8. **Storage of Materials.**

- 2.8.1. **Cement and Supplementary Cementing Materials.** Store all cement and supplementary cementing materials in weatherproof enclosures that will protect them from dampness or absorption of moisture.

When permitted, small quantities of packaged cementitious material may be stored in the open, on a raised platform, and under waterproof covering for up to 48 hr.

- 2.8.2. **Aggregates.** Handle and store concrete aggregates in a manner that prevents contamination with foreign materials. Clear and level the sites for the stockpiles of all vegetation if the aggregates are stored on the ground and do not use the bottom 6-in. layer of aggregate without cleaning the aggregate before use.

Maintain separate stockpiles and prevent intermixing when conditions require the use of 2 or more grades of coarse aggregates. Separate the stockpiles using physical barriers where space is limited. Store aggregates from different sources in different stockpiles unless the Engineer authorizes pre-blending of the aggregates. Minimize segregation in stockpiles. Remix and test stockpiles when segregation is apparent.

Sprinkle stockpiles to control moisture and temperature as necessary. Maintain reasonably uniform moisture content in aggregate stockpiles.

- 2.8.3. **Chemical Admixtures.** Store admixtures in accordance with manufacturer's recommendations and prevent admixtures from freezing.

3. EQUIPMENT

- 3.1. **Concrete Plants and Mixing Equipment.** Except for volumetric stationary plant or truck (auger) mixers, each plant and truck mixer must be currently certified by the National Ready Mixed Concrete Association (NRMCA) or have an inspection report signed and sealed by a licensed professional engineer showing concrete measuring, mixing, and delivery equipment meets all requirements of ASTM C94. A new

certification or signed and sealed report is required every time a plant is moved. Plants with a licensed professional engineer's inspection require re-inspection every 2 yr. Provide a copy of the certification or the signed and sealed inspection report to the Engineer. Remove equipment or facilities from service until corrected when they fail to meet specification requirements.

When allowed on the plans or by the Engineer, for concrete classes not identified as structural concrete in Table 8 or for Class C concrete not used for bridge-class structures, the Engineer may inspect and approve all plants and trucks instead of the NRMCA or non-Department engineer-sealed certifications. The criteria and frequency of Engineer approval of plants and trucks is the same used for NRMCA certification.

Inspect and furnish inspection reports on the condition of blades and fins and their percent wear from the original manufacturer's design for truck mixers and agitators annually. Repair mixing equipment exhibiting 10% or more wear before use. If an inspection within 12 mo. is not practical, a 2-mo. grace period (for a maximum of 14 mo. between inspections) is permitted.

- 3.1.1. **Scales.** Check all scales before beginning of operations, after each move, or whenever their accuracy or adequacy is questioned, and at least once every 6 mo. Immediately correct deficiencies, and recalibrate. Provide a record of calibration showing scales in compliance with ASTM C94 requirements. Check batching accuracy of volumetric water batching devices at least every 90 days. Check batching accuracy of chemical admixture dispensing devices at least every 6 mo. Perform daily checks as necessary to ensure measuring accuracy.
- 3.1.2. **Volumetric Mixers.** Provide volumetric mixers with rating plates defining the capacity and the performance of the mixer in accordance with the Volumetric Mixer Manufacturers Bureau or equivalent. Provide volumetric mixers that comply with ASTM C685. Provide test data showing mixers meet the uniformity test requirements of [Tex-472-A](#).
- Unless allowed on the plans or by the Engineer, volumetric truck (auger) mixers may not supply classes of concrete identified as structural concrete in Table 8.
- 3.1.3. **Agitators and Truck and Stationary Mixers.** Provide stationary and truck mixers capable of combining the ingredients of the concrete into a thoroughly mixed and uniform mass and capable of discharging the concrete so at least 5 of the 6 requirements of [Tex-472-A](#) are met.
- Perform concrete uniformity tests on mixers or agitators in accordance with [Tex-472-A](#) as directed, to resolve issues of mix uniformity and mixer performance.
- Perform the mixer or agitator uniformity test at the full rated capacity of the equipment. Remove all equipment that fails the uniformity test from service.
- Inspect and maintain mixers and agitators. Keep them free of concrete buildup, and repair or replace worn or damaged blades or fins.
- Ensure all mixers have a plate affixed showing manufacturer's recommended operating speed and rated capacity for mixing and agitating.
- 3.2. **Hauling Equipment.** Provide hauling equipment capable of maintaining the mixed concrete in a thoroughly mixed and uniform mass, and discharging the concrete with a satisfactory degree of uniformity.
- Provide equipment with smooth, mortar-tight metal containers equipped with gates that prevent accidental discharge of the concrete when using non-agitating equipment for transporting concrete.
- Maintain hauling equipment clean and free of built-up concrete.
- 3.3. **Testing Equipment.** Furnish and maintain the following in accordance with the pertinent test procedure unless otherwise shown on the plans or specified:

- sieves necessary to perform aggregate gradation analysis when optimized aggregate gradation is specified,
- equipment necessary to perform [Tex-415-A](#) and [Tex-422-A](#),
- equipment necessary to perform [Tex-409-A](#) or [Tex-425-A](#),
- test molds,
- curing facilities,
- maturity meters if used, and
- wheelbarrow or other container acceptable for the sampling of the concrete.

Provide strength-testing equipment when required in accordance with the Contract-controlling test unless shown otherwise.

4. CONSTRUCTION

- 4.1. **Classification of Concrete Mix Designs.** Provide classes of concrete meeting the requirements shown in Table 8.

A higher-strength class of concrete with equal or lower water-to-cementitious material (w/cm) ratio may be substituted for the specified class of concrete when approved.

- 4.2. **Mix Design Proportioning.** Furnish mix designs using ACI 211, [Tex-470-A](#), or other approved procedures for the classes of concrete listed in Table 8 unless a design method is indicated on the plans. Perform mix design proportioning by absolute volume method unless otherwise approved. Perform cement replacement using equivalent weight method unless otherwise approved.

Do not exceed the maximum w/cm ratio listed in Table 8 when designing the mixture.

- 4.2.1. **Cementitious Materials.** Do not exceed 700 lb. of cementitious material per cubic yard of concrete unless otherwise specified or approved.

- Use cement of the same type and from the same source for monolithic placements.
- Do not use supplementary cementing materials when white hydraulic cement is specified.

Table 8
Concrete Classes

Class of Concrete	Design Strength, ¹ Min f'_c (psi)	Max w/cm Ratio	Coarse Aggregate Grades ^{2,3,4}	Cement Types	Mix Design Options	Exceptions to Mix Design Options	General Usage ⁵
A	3,000	0.60	1-4, 8	I, II, III, IL, IP, IS, IT, V	1, 2, 4, & 7	When the cementitious material content does not exceed 520 lb./cu. yd., Class C fly ash may be used instead of Class F fly ash.	Curb, gutter, curb & gutter, conc. retards, sidewalks, driveways, back-up walls, anchors, non-reinforced drilled shafts
B	2,000	0.60	2-7				Riprap, traffic signal controller foundations, small roadside signs, and anchors
C ⁶	3,600	0.45	1-6	I, II, III, IP, IS, IT, ⁷ V	1-8		Drilled shafts, bridge substructure, bridge railing, culverts except top slab of direct traffic culverts, headwalls, wing walls, inlets, manholes, concrete traffic barrier (cast-in-place)
E	3,000	0.50	2-5	I, II, III, IL, IP, IS, IT, ⁷ V	1-8	When the cementitious material content does not exceed 520 lb./cu. yd., Class C fly ash may be used instead of Class F fly ash.	Seal concrete

Table 8 (continued)

Concrete Classes							
Class of Concrete	Design Strength, ¹ Min f' _c (psi)	Max w/cm Ratio	Coarse Aggregate Grades ^{2,3,4}	Cement Types	Mix Design Options	Exceptions to Mix Design Options	General Usage ⁵
F ⁶	Note 8	0.45	2-5	I, II, I/II, IP, IS, IT, V			Railroad structures; occasionally for bridge piers, columns, or bents
H ⁶	Note 8	0.45	3-6	I, II, I/II, III, IP, IS, IT, V	1-5	Do not use Type III cement in mass placement concrete. Up to 20% of blended cement may be replaced with listed SCMs when Option 4 is used for precast concrete.	Precast concrete, post-tension members
S ⁶	4,000	0.45	2-5	I, II, I/II, IP, IS, IT, V	1-8		Bridge slabs, top slabs of direct traffic culverts, approach slabs
P	See Item 360, "Concrete Pavement."	0.50	2-3	I, II, I/II, IL, IP, IS, IT, V	1-8	When the cementitious material content does not exceed 520 lb./cu. yd., Class C fly ash may be used instead of Class F fly ash.	Concrete pavement
CO ⁶	4,600	0.40	6	I, II, I/II, IP, IS, IT, V	1-8		Bridge deck concrete overlay
LMC ⁶	4,000	0.40	6-8				Latex-modified concrete overlay
SS ⁶	3,600	0.45	4-6				Use a minimum cementitious material content of 658 lb./cu. yd. of concrete.
K ⁶	Note 8	0.40	Note 8	I, II, I/II, III, IP, IS, IT, V			Note 8
HES	Note 8	0.45	Note 8	I, IL, II, I/II, III		Mix design options do not apply. 700 lb. of cementitious material per cubic yard limit does not apply.	Concrete pavement, concrete pavement repair
"X" (HPC) 6,9,10	Note 11	0.45	Note 11	I, II, I/II, III, IP, IS, IT, V	1-5, & 8	Maximum fly ash replacement for Options 1 and 3 may be increased to 45%. Up to 20% of a blended cement may be replaced with listed SCMs for Option 4. Do not use Option 8 for precast concrete.	
"X" (SRC) 6,9,10	Note 11	0.45	Note 11	I/II, II, IP, IS, IT, V	1-4, & 7	Do not use Class C Fly Ash Type III-MS may be used where allowed. Type I and Type III cements may be used with Options 1-3, with a maximum w/cm of 0.40. Up to 20% of blended cement may be replaced with listed SCMs when Option 4 is used for precast concrete. Do not use Option 7 for precast concrete.	

Class of Concrete	Design Strength, ¹ Min f'_c (psi)	Max w/cm Ratio	Coarse Aggregate Grades ^{2,3,4}	Cement Types	Mix Design Options	Exceptions to Mix Design Options	General Usage ⁵
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3. Design strength must be attained within 56 days.
4. Do not use Grade 1 coarse aggregate except in massive foundations with 4 in. minimum clear spacing between reinforcing steel bars, unless otherwise permitted. Do not use Grade 1 aggregate in drilled shafts.
5. Use Grade 8 aggregate in extruded curbs unless otherwise approved.
6. Other grades of coarse aggregate maybe used in non-structural concrete classes when allowed by the Engineer.
7. For information only.
8. Structural concrete classes.
9. Do not use Type IT cements containing > 5% limestone.
10. As shown on the plans or specified.
11. "X" denotes class of concrete shown on the plans or specified.
12. (HPC): High Performance Concrete, (SRC): Sulfate Resistant Concrete.
13. Same as class of concrete shown on the plans.

4.2.2. **Aggregates.** Recycled crushed hydraulic cement concrete may be used as a coarse or fine aggregate in Class A, B, E, and P concrete. Limit recycled crushed concrete fine aggregate to a maximum of 20% of the fine aggregate.

Use light-colored aggregates when white hydraulic cement is specified.

Use fine aggregate with an acid insoluble residue of at least 60% by weight when tested in accordance with [Tex-612-J](#) in all concrete subject to direct traffic.

Use the following equation to determine if the aggregate combination meets the acid insoluble residue requirement when blending fine aggregate or using an intermediate aggregate:

$$\frac{(A_1 \times P_1) + (A_2 \times P_2) + (A_{ia} \times P_{ia})}{100} \geq 60\%$$

where:

A_1 = acid insoluble (%) of fine aggregate 1

A_2 = acid insoluble (%) of fine aggregate 2

A_{ia} = acid insoluble (%) of intermediate aggregate passing the 3/8 in. sieve

P_1 = percent by weight of fine aggregate 1 of the fine aggregate blend

P_2 = percent by weight of fine aggregate 2 of the fine aggregate blend

P_{ia} = percent by weight of intermediate aggregate passing the 3/8 in. sieve

Alternatively to the above equation, blend fine aggregate with a micro-deval loss of less than 12%, when tested in accordance with [Tex-461-A](#), with at least 40% of a fine aggregate with an acid insoluble residue of at least 60%.

4.2.3. **Chemical Admixtures.** Do not use Type C, Type E, Type F, or Type G admixtures in Class S bridge deck concrete. Do not use chemical admixtures containing calcium chloride in any concrete.

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

4.2.4. **Air Entrainment.** Use an approved air-entraining admixture when air-entrained concrete is specified, or when an air-entraining admixture is used at the Contractor's option, and do not exceed the manufacturer's recommended dosage. Ensure the minimum entrained air content is at least 3.0% for all classes of concrete except Class P when air-entrained concrete is specified, during trial batch, or when providing previous field data.

- 4.2.5. **Slump.** Provide concrete with a slump in accordance with Table 9 unless otherwise specified. When approved, the slump of a given concrete mix may be increased above the values shown in Table 9 using chemical admixtures, provided the admixture-treated concrete has the same or lower water-to-cementitious material ratio and does not exhibit segregation or excessive bleeding. Request approval to exceed the slump limits in Table 9 sufficiently in advance for proper evaluation by the Engineer.

Perform job-control testing of slump in accordance with Section 421.4.8.3.1., "Job-Control Testing."

Table 9
Placement Slump Requirements

General Usage ¹	Placement Slump Range, ² in.
Walls (over 9 in. thick), caps, columns, piers, approach slabs, concrete overlays	3 to 5
Bridge slabs, top slabs of direct traffic culverts, latex-modified concrete for bridge deck overlays	3 to 5-1/2
Inlets, manholes, walls (less than 9 in. thick), bridge railing, culverts, concrete traffic barrier, concrete pavement (formed), seal concrete	4 to 5-1/2
Precast concrete	4 to 9
Underwater concrete placements	6 to 8-1/2
Drilled shafts, slurry displaced and underwater drilled shafts	See Item 416, "Drilled Shaft Foundations."
Curb, gutter, curb and gutter, concrete retards, sidewalk, driveways, anchors, riprap, small roadside sign foundations, concrete pavement repair, concrete repair	As approved

1. For information only.

2. For fiber reinforced concrete, perform slump before addition of fibers.

- 4.2.6. **Mix Design Options.**
- 4.2.6.1. **Option 1.** Replace 20% to 35% of the cement with Class F fly ash.
- 4.2.6.2. **Option 2.** Replace 35% to 50% of the cement with slag cement or MFFA.
- 4.2.6.3. **Option 3.** Replace 35% to 50% of the cement with a combination of Class F fly ash, slag cement, MFFA, UFFA, metakaolin, or silica fume; however, no more than 35% may be fly ash, and no more than 10% may be silica fume.
- 4.2.6.4. **Option 4.** Use Type IP, Type IS, or Type IT cement as allowed in Table 5 for each class of concrete. Up to 10% of a Type IP, Type IS, or Type IT cement may be replaced with Class F fly ash, slag cement, or silica fume. Use no more than 10% silica fume in the final cementitious material mixture if the Type IT cement contains silica fume, and silica fume is used to replace the cement.
- 4.2.6.5. **Option 5.** Replace 35% to 50% of the cement with a combination of Class C fly ash and at least 6% of silica fume, UFFA, or metakaolin. However, no more than 35% may be Class C fly ash, and no more than 10% may be silica fume.
- 4.2.6.6. **Option 6.** Use a lithium nitrate admixture at a minimum dosage determined by testing conducted in accordance with [Tex-471-A](#). Before use of the mix, provide an annual certified test report signed and sealed by a licensed professional engineer, from a laboratory on the Department's MPL, certified by the Construction Division as being capable of testing according to [Tex-471-A](#).
- 4.2.6.7. **Option 7.** Ensure the total alkali contribution from the cement in the concrete does not exceed 3.5 lb. per cubic yard of concrete when using hydraulic cement not containing SCMs calculated as follows:

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

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

4.2.6.8.

Option 8. Perform annual testing as required for any deviations from Options 1–5 or use mix design options listed in Table 10. Laboratories performing ASTM C1260, ASTM C1567, and ASTM C1293 testing must be listed on the Department’s MPL. Before use of the mix, provide a certified test report signed and sealed by a licensed professional engineer demonstrating the proposed mixture conforms to the requirements of Table 10.

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

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

Table 10
Option 8 Testing and Mix Design Requirements

Scenario	ASTM C1260 Result		Testing Requirements for Mix Design Materials or Prescriptive Mix Design Options ¹
	Mix Design Fine Aggregate	Mix Design Coarse Aggregate	
A	> 0.10%	> 0.10%	Determine the dosage of SCMs needed to limit the 14-day expansion of each aggregate ² to 0.08% when tested individually in accordance with ASTM C1567; or Use a minimum of 40% Class C fly ash with a maximum CaO ³ content of 25%.
B	≤ 0.10%	≤ 0.10%	Use a minimum of 40% Class C fly ash with a maximum CaO ³ content of 25%; or Use any ternary combination which replaces 35% to 50% of cement.
	≤ 0.10%	ASTM C1293 1 yr. Expansion ≤ 0.04%	Use a minimum of 20% of any Class C fly ash; or Use any ternary combination which replaces 35% to 50% of cement.
C	≤ 0.10%	> 0.10%	Determine the dosage of SCMs needed to limit the 14-day expansion of coarse and intermediate ² aggregate to 0.08% when tested individually in accordance with ASTM C1567; or Use a minimum of 40% Class C fly ash with a maximum CaO ³ content of 25%.
D	> 0.10%	≤ 0.10%	Use a minimum of 40% Class C fly ash with a maximum CaO ³ content of 25%; or Use any ternary combination which replaces 35% to 50% of cement.
	> 0.10%	ASTM C1293 1 yr. Expansion ≤ 0.04%	Determine the dosage of SCMs needed to limit the 14-day expansion of fine aggregate to 0.08% when tested in accordance with ASTM C1567.

1. Do not use Class C fly ash if the ASTM C1260 value of the fine, intermediate, or coarse aggregate is 0.30% or greater, unless the fly ash is used as part of a ternary system.
2. Intermediate size aggregates will fall under the requirements of mix design coarse aggregate.
3. Average the CaO content from the previous ten values as listed on the mill certificate.

4.2.7.

Optimized Aggregate Gradation (OAG) Concrete. The gradation requirements in Table 3 and Table 4 do not apply when OAG concrete is specified or used by the Contractor unless otherwise shown on the plans. Use [Tex-470-A](#) to establish the optimized aggregate gradation. Use at least 420 lb. per cubic yard of cementitious material when OAG concrete is used unless otherwise approved. Use a coarse aggregate with a maximum nominal size of 1-1/2 in. for Class P concrete. Use a coarse aggregate for all other classes of concrete with a maximum nominal size not larger than:

- 1/5 the narrowest dimension between sides of forms, or
- 1/3 the depth of slabs, or
- 3/4 the minimum clear spacing between individual reinforcing bars or wires, bundles of bars, individual tendons, bundled tendons, or ducts.

Make necessary adjustments to individual aggregate stockpile proportions during OAG concrete production when the gradation deviates from the optimized gradation requirements.

- 4.2.8. **Self-Consolidating Concrete (SCC).** Provide SCC meeting the following requirements shown in Table 11 when approved for use in precast concrete. Use concrete with a slump flow that can be placed without vibration and will not segregate or excessively bleed.

Request approval to exceed the slump flow limits sufficiently in advance for proper evaluation by the Engineer.

Table 11
Mix Design Requirements for SCC

Tests	Test Method	Acceptable Limits
Slump Flow for Precast Concrete	ASTM C1611	22 to 27 ¹
T ₅₀ , sec	ASTM C1611	2 to 7
VSI Rating	ASTM C1611	0 or 1
Passing Ability, in.	ASTM C1621	≤ 2
Segregation Column, %	ASTM C1610	≤ 10
Bleeding, %	ASTM C232	≤ 2.5

1. These slump flow limits are generally acceptable for most applications. However, slump flow limits may be adjusted during mix design approval process and when approved by the Engineer.

- 4.3. **Concrete Trial Batches.** Perform preliminary and final trial batches when required by the plans, or when previous satisfactory field data is not available. Submit previous satisfactory field data to the Engineer showing the proposed mix design conforms to specification requirements when trial batches are not required and before concrete is placed.

Perform preliminary and final trial batches for all self-consolidating concrete mix designs.

- 4.3.1. **Preliminary Trial Batches.** Perform all necessary preliminary trial batch testing when required, and provide documentation including mix design, material proportions, and test results substantiating the mix design conforms to specification requirements.

- 4.3.2. **Final Trial batches.** Make all final trial batches using the proposed ingredients in a mixer that is representative of the mixers to be used on the job when required. Make the batch size at least 50% of the mixer's rated capacity. Perform fresh concrete tests for air content and slump, and make, cure, and test strength specimens for compliance with specification requirements. Test at least one set of design strength specimens, consisting of 2 specimens per set, at 7-day, 28-day, and at least one additional age unless otherwise directed. Before placing, provide the Engineer the option of witnessing final trial batches, including the testing of the concrete. If not provided this option, the Engineer may require additional trial batches, including testing, before the concrete is placed.

Conduct all testing listed in Table 11 when performing trial batches for self-consolidating concrete. Make an additional mixture with 3% more water than the preliminary trial batch. Make necessary adjustments to the mix design if this additional mixture does not meet requirements of Table 11. Cast and evaluate mock-ups for precast concrete that are representative of the actual product as directed. Provide the Engineer the option of witnessing final trial batches, including the testing of the concrete and the casting of the mock-ups before placement. If not provided this option, the Engineer may require additional trial batches, including testing and mock-ups, before the concrete is placed.

Establish 7-day compressive strength target values using the following formula for each Class A, B, and E concrete mix designs to be used:

$$\text{Target value} = \text{Minimum design strength} \times \frac{7\text{-day avg. trial batch strength}}{28\text{-day avg. trial batch strength}}$$

Submit previous satisfactory field data, data from a new trial batch, or other evidence showing the change will not adversely affect the relevant properties of the concrete when changes are made to the type, brand, or source of aggregates, cement, SCM, water, or chemical admixtures. Submit the data for approval before making changes to the mix design. A change in vendor does not necessarily constitute a change in materials

or source. The Engineer may waive new trial batches when there is a prior record of satisfactory performance with the ingredients. During concrete production, dosage changes of chemical admixtures used in the trial batches will not require a re-evaluation of the mix design.

The Contractor has the option of performing trial batches in conjunction with concrete placements except for SCC mixtures, when new trial batches are required during the course of the project. If the concrete fails to meet any requirement, the Engineer will determine acceptability and payment adjustments.

Establish the strength–maturity relationship in accordance with [Tex-426-A](#) when the maturity method is specified or permitted. When using the maturity method, any changes in any of the ingredients, including changes in proportions, will require the development of a new strength–maturity relationship for the mix.

- 4.3.3. **Mix Design of Record.** Once a trial batch or previously satisfactory field data substantiates the mix design, the proportions and mixing methods used become the mix design of record. Do not exceed mix design water-to-cementitious material ratio.

4.4. **Production Testing.**

- 4.4.1. **Aggregate Moisture Testing.** Determine moisture content per [Tex-409-A](#) or [Tex-425-A](#) for coarse, intermediate, and fine aggregates at least twice a week, when there is an apparent change, or for new shipments of aggregate. When aggregate hoppers or storage bins are equipped with properly maintained electronic moisture probes for continuous moisture determination, moisture tests per [Tex-409-A](#) or [Tex-425-A](#) are not required. Electronic moisture probes, however, must be verified at least every 90 days against [Tex-409-A](#) and be accurate to within 1.0% of the actual moisture content.

When producing SCC, and when aggregate hoppers or storage bins are not equipped with electric moisture probes, determine the moisture content of the aggregates before producing the first concrete batch each day. Thereafter, determine the moisture content every 4 hr. or when there is an apparent change while SCC is being produced.

- 4.4.2. **Aggregate Gradation Testing.** Perform a sieve analysis in accordance with [Tex-401-A](#) on each stockpile used in the blend at least one day before producing OAG concrete when producing optimized aggregate gradation concrete. Perform sieve analysis on each stockpile after every 10,000 cubic yards of OAG concrete produced. Provide sieve analysis data to the Engineer.

4.5. **Measurement of Materials.**

- 4.5.1. **Non-Volumetric Mixers.** Measure aggregates by weight. Correct batch weight measurements for aggregate moisture content. Measure mixing water, consisting of water added to the batch, ice added to the batch, water occurring as surface moisture on the aggregates, and water introduced in the form of admixtures, by volume or weight. Measure ice by weight. Measure cement and supplementary cementing materials in a hopper and on a separate scale from those used for other materials. Measure the cement first when measuring the cumulative weight. Measure concrete chemical admixtures by weight or volume. Measure batch materials within the tolerances of Table 12.

Table 12
Mix Design Batching Tolerances—Non-Volumetric Mixers

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

1. Allowable deviation from target weight not including water withheld or moisture in the aggregate. The Engineer will verify the water-to-cementitious material ratio is within specified limits.

Ensure the quantity measured, when measuring cementitious materials at less than 30% of scale capacity, is accurate to not less than the required amount and not more than 4% in excess. Ensure the cumulative quantity, when measuring aggregates in a cumulative weigh batcher at less than 30% of the scale capacity, is measured accurate to $\pm 0.3\%$ of scale capacity or $\pm 3\%$ of the required cumulative weight, whichever is less.

Measure cement in number of bags under special circumstances when approved. Use the weights listed on the packaging. Weighing bags of cement is not required. Ensure fractional bags are not used except for small hand-mixed batches of approximately 5 cu. ft. or less and when an approved method of volumetric or weight measurement is used.

4.5.2.

Volumetric Mixers. Provide an accurate method of measuring all ingredients by volume, and calibrate equipment to assure correct measurement of materials within the specified tolerances. Base tolerances on volume–weight relationship established by calibration, and measure the various ingredients within the tolerances of Table 13. Correct batch measurements for aggregate moisture content.

Table 13
Mix Design Batching Tolerances—Volumetric Mixers

Material	Tolerance
Cement, wt. %	0 to +4
SCM, wt. %	0 to +4
Fine aggregate, wt. %	± 2
Coarse aggregate, wt. %	± 2
Admixtures, wt. or volume %	± 3
Water, wt. or volume %	± 1

4.6.

Mixing and Delivering Concrete.

4.6.1.

Mixing Concrete. Operate mixers and agitators within the limits of the rated capacity and speed of rotation for mixing and agitation as designated by the manufacturer of the equipment. Provide concrete in a thoroughly mixed and uniform mass with a satisfactory degree of uniformity when tested in accordance with [Tex-472-A](#).

Do not top-load new concrete onto returned concrete.

Adjust mixing times and batching operations as necessary when the concrete contains silica fume to ensure the material is completely and uniformly dispersed in the mix. The dispersion of the silica fume within the mix will be verified by the Construction Division, Materials and Pavements Section, using cylinders made from trial batches. Make necessary changes to the batching operations, if uniform dispersion is not achieved, until uniform and complete dispersion of the silica fume is achieved.

Mix concrete by hand methods or in a small motor-driven mixer when permitted, for small placements of less than 2 cu. yd. For such placements, proportion the mix by volume or weight.

- 4.6.2. **Delivering Concrete.** Deliver concrete to the project in a thoroughly mixed and uniform mass, and discharge the concrete with a satisfactory degree of uniformity. Conduct testing in accordance with [Tex-472-A](#) when there is a reason to suspect the uniformity of concrete and as directed.

Maintain concrete delivery and placement rates sufficient to prevent cold joints.

Adding chemical admixtures or the portion of water withheld is only permitted at the jobsite, under the supervision of the Engineer, to adjust the slump or slump flow of the concrete. Do not add water or chemical admixtures to the batch after more than an amount needed to conduct slump testing has been discharged. Turn the drum or blades at least 30 additional revolutions at mixing speed to ensure thorough and uniform mixing of the concrete. When this water is added, do not exceed the approved mix design water-to-cementitious material ratio.

Before unloading, furnish the delivery ticket for the batch of concrete containing the information required on Department Form 596, "Concrete Batch Ticket." The Engineer will verify all required information is provided on the delivery tickets. The Engineer may suspend concrete operations until the corrective actions are implemented if delivery tickets do not provide the required information. The Engineer will verify the design water-to-cementitious material ratio is not exceeded.

Begin the discharge of concrete delivered in truck mixers within the times listed in Table 14. Concrete may be discharged after these times provided the concrete temperature and slump meet the requirements listed in this Item and other pertinent Items. Perform these tests with certified testing personnel per Section 421.4.8.1., "Certification of Testing Personnel." Provide the Engineer the option of witnessing testing of the concrete. If not provided this option, the Engineer may require additional testing before the concrete is placed.

Table 14
Concrete Discharge Times

Fresh Concrete Temperature, °F	Max Time After Batching for Concrete Not Containing Type B or D Admixtures, min.	Max Time After Batching for Concrete Containing Type B or D Admixtures, ¹ min.
90 and above	45	75
75 ≤ T < 90	60	90
T < 75	90	120

1. Concrete must contain at least the minimum manufacturer's recommended dosage of Type B or D admixture.

- 4.7. **Placing, Finishing, and Curing Concrete.** Place, finish, and cure concrete in accordance with the pertinent Items.
- 4.8. **Sampling and Testing of Concrete.** Unless otherwise specified, all fresh and hardened concrete is subject to testing as follows:
- 4.8.1. **Certification of Testing Personnel.** Contractor personnel performing testing must be either ACI-certified or qualified by a Department-recognized equivalent written and performance testing program for the tests being performed. Personnel performing these tests are subject to Department approval. Use of a commercial laboratory is permitted at the Contractor's option. All personnel performing testing using the maturity method must be qualified by a training program recognized by the Department before using this method on the job.
- 4.8.2. **Fresh Concrete.** Provide safe access and assistance to the Engineer during sampling. Fresh concrete will be sampled for testing at the discharge end if using belt conveyors or pumps. When it is impractical to sample at the discharge end, a sample will be taken at the time of discharge from the delivery equipment and correlation testing will be performed and documented to ensure specification requirements are met at the discharge end.
- 4.8.3. **Testing of Fresh Concrete.** Test for the fresh properties listed in Table 15.

Table 15
Fresh Concrete Tests

Tests	Test Methods
Slump ¹	Tex-415-A
Temperature ¹	Tex-422-A
Air Content ^{1,2}	Tex-414-A , Tex-416-A , or ASTM C457

1. Job-control testing performed by the Contractor.
2. Only required when air-entrained concrete is specified on the plans.

Concrete with a slump lower than the minimum placement slump in Table 9 after the addition of all water withheld, or concrete exhibiting segregation and excessive bleeding will be rejected.

- 4.8.3.1. **Job-Control Testing.** Perform job-control testing as specified in Table 16 unless otherwise specified. Provide the Engineer the opportunity to witness the testing. The Engineer may require a retest if not given the opportunity to witness. Immediately notify the Engineer of any nonconformity issues. Furnish a copy of all test results to the Engineer daily.

Table 16
Job-Control Testing Frequencies

Concrete Placements	Frequency
Bridge Deck Placements	Test the first few loads, then every 60 cu. yd. or fraction thereof.
All Other Structural Class Concrete Placements	One test every 60 cu. yd. or fraction thereof per class per day.
Non-Structural Class Concrete Placements	One test every 180 cu. yd. or fraction thereof.

Immediately resample and retest the concrete slump when the concrete exceeds the slump range at time of placement. If the concrete exceeds the slump range after the retest, and is used at the Contractor's option, the Engineer will make strength specimens as specified in Article 421.5., "Acceptance of Concrete."

- 4.8.3.2. **Strength Specimen Handling.** Remove specimens from their molds and deliver Department test specimens to curing facilities within 24 to 48 hr. after molding, in accordance with pertinent test procedures unless otherwise shown on the plans or directed. Clean and prepare molds for reuse if necessary.

5. ACCEPTANCE OF CONCRETE

The Engineer will sample and test the fresh and hardened concrete for acceptance. The test results will be reported to the Contractor and the concrete supplier. Investigate the quality of the materials, the concrete production operations, and other possible problem areas to determine the cause for any concrete that fails to meet the required strengths as outlined below. Take necessary actions to correct the problem including redesign of the concrete mix. The Engineer may suspend all concrete operations under the pertinent Items if the Contractor is unable to identify, document, and correct the cause of the low strengths in a timely manner. Resume concrete operations only after obtaining approval for any proposed corrective actions. Concrete failing to meet the required strength as outlined below will be evaluated using the procedures listed in Article 421.6., "Measurement and Payment."

- 5.1. **Structural Class of Concrete.** For concrete classes identified as structural concrete in Table 8, the Engineer will make and test 7-day and 28-day specimens. Acceptance will be based on attaining the design strength given in Table 8.
- 5.2. **Class P and Class HES.** The Engineer will base acceptance in accordance with Item 360, "Concrete Pavement," and Item 361, "Repair of Concrete Pavement."
- 5.3. **All Other Classes of Concrete.** For concrete classes not identified as structural concrete in Table 8, the Engineer will make and test 7-day specimens. The Engineer will base acceptance on the 7-day target value established in accordance with Section 421.4.3., "Concrete Trial Batches."

6. MEASUREMENT AND PAYMENT

The work performed, materials furnished, equipment, labor, tools, and incidentals will not be measured or paid for directly but will be subsidiary to pertinent Items.

The following procedure will be used to evaluate concrete where one or more project acceptance test specimens fail to meet the required design strength specified in this Item or on the plans:

- The concrete for a given placement will be considered structurally adequate and accepted at full price if the average of all test results for specimens made at the time of placement meets the required design strength provided no single test result is less than 85% of the required design strength.
- The Engineer will perform a structural review of the concrete to determine its adequacy to remain in service if the average of all test results for specimens made at the time of placement is less than the required design strength or if any test results are less than 85% of the required design strength. If the in-situ concrete strength is needed for the structural review, take cores at locations designated by the Engineer in accordance with [Tex-424-A](#). The Engineer will test the cores. The coring and testing will be at the Contractor's expense.
- If all of the tested cores meet the required design strength, the concrete will be paid for at full price.
- If any of the tested cores do not meet the required design strength, but the average strength attained is determined to be structurally adequate, the Engineer will determine the limits of the payment adjustment using the following formula:

$$A = B_p \left[-5.37 \left(\frac{S_a}{S_s} \right)^2 + 11.69 \left(\frac{S_a}{S_s} \right) - 5.32 \right]$$

where:

A = Amount to be paid per unit of measure for the entire placement in question

S_a = Actual average strength from cylinders or cores. Use values from cores, if taken.

S_s = Minimum required strength (specified)

B_p = Unit Bid Price

- If the structural review determines the concrete is not adequate to remain in service, the Engineer will determine the limits of the concrete to be removed.
- The decision to reject structurally inadequate concrete or to apply the payment adjustment factor will be made no later than 56 days after placement.

Item 441

Steel Structures



1. DESCRIPTION

Fabricate and erect structural steel and other metals used for steel structures or for steel portions of structures.

2. MATERIALS

2.1. **Base Metal.** Use metal that meets Item 442, “Metal for Structures.”

2.2. **Approved Electrodes and Flux-Electrode Combinations.** Use only electrodes and flux-electrode combinations found on the Department’s MPL. To request a product be added to this list or to renew an expired approval, electronically submit a current Certificate of Conformance containing all tests required by the applicable AWS A5 specification according to the applicable welding code (for most construction, AASHTO/AWS D1.5, *Bridge Welding Code*, or AWS D1.1, *Structural Welding Code—Steel*) to the Construction Division.

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

2.4. **Paint Systems.** Provide the paint system (surface preparation, primer, intermediate, and appearance coats as required) shown on the plans. Provide System IV if no system is specified.

2.4.1. **Standard Paint Systems.** Standard paint systems for painting new steel include the following:

2.4.1.1. **System III-B.** Provide paint in accordance with [DMS-8101](#), “Structural Steel Paints-Performance.” Provide inorganic zinc (IOZ) prime coat, epoxy intermediate coat, and urethane appearance coat for all outer surfaces except those to be in contact with concrete. Provide epoxy zinc prime coat for touchup of IOZ.

2.4.1.2. **System IV.** Provide paint in accordance with [DMS-8101](#), “Structural Steel Paints-Performance.” Provide IOZ prime coat and acrylic latex appearance coat for all outer surfaces except those to be in contact with concrete. Provide epoxy zinc prime coat for touchup of IOZ.

2.4.2. **Paint Inside Tub Girders and Closed Boxes.** Provide a white polyamide cured epoxy for all interior surfaces, including splice plate but excluding the faying surfaces, unless otherwise shown on the plans. Provide IOZ primer meeting the requirements of [DMS-8101](#), “Structural Steel Paints—Performance,” to all interior faying surfaces and splice plates.

2.4.3. **Special Protection System.** Provide the type of paint system shown on the plans or in special provisions to this Item. Special Protection Systems must have completed NTPEP Structural Steel Coatings (SSC) testing regimen as a complete system, with full data available through NTPEP.

2.4.4. **Galvanizing.** Provide galvanizing, as required, in accordance with Item 445, “Galvanizing.”

2.4.5. **Paint over Galvanizing.** Paint over galvanized surfaces, when required, in accordance with Item 445, “Galvanizing.”

2.4.6. **Field Painting.** Provide field paint, as required, in accordance with Item 446, “Field Cleaning and Painting Steel.”

3. CONSTRUCTION

3.1. General Requirements.

- 3.1.1. **Applicable Codes.** Perform all fabrication of bridge members in accordance with AASHTO/NSBA Steel Bridge Collaboration S2.1. Follow all applicable provisions of the appropriate AWS code (D1.5 or D1.1) except as otherwise noted on the plans or in this Item. Weld sheet steel (thinner than 1/8 in.) in accordance with ANSI/AWS D1.3, Structural Welding Code—Sheet Steel. Unless otherwise stated, requirements of this Item are in addition to the requirements of S2.1 for bridge members. Follow the more stringent requirement in case of a conflict between this Item and S2.1. Perform all bolting in accordance with Item 447, “Structural Bolting.”

Fabricate railroad underpass structures in accordance with the latest AREMA *Manual for Railway Engineering* and this Item. In the case of a conflict between this Item and the AREMA manual, the more stringent requirements apply.

- 3.1.2. **Notice of Fabrication.** Give adequate notice before commencing fabrication work as specified in Table 1. Include a schedule for all major fabrication processes and dates when inspections are to occur.

Table 1
Notice of Beginning Work

Plant Location	Notice Required
In Texas	7 days
In the contiguous United States	21 days
Outside the contiguous United States	60 days

Perform no Department work in the plant before the Engineer authorizes fabrication. The Contractor must bear all Department travel costs when changes to their fabrication or inspection schedules are not adequately conveyed to the Department.

When any structural steel is fabricated outside of the contiguous 48 states, the additional cost of inspection will be in accordance with Article 6.4., “Sampling, Testing, and Inspection.”

- 3.1.3. **Bridge Members.** Primary bridge members include:

- web and flanges of plate, tub, and box girders;
- rolled beams and cover plates;
- floor beam webs and flanges;
- arch ribs and arch tie beams or girders;
- truss members;
- diaphragm members for curved plate girders or beams;
- pier diaphragm members for tub girders;
- splice plates for primary members; and
- any other member designated as “primary” or “main” on the plans.

Secondary bridge members include:

- bracing (diaphragms, cross frames, and lateral bracing); and
- all other miscellaneous bridge items not considered primary bridge members.

- 3.1.4. **Responsibility.** The Contractor is responsible for the correctness and completeness of shop drawings and for the fit of shop and field connections.

3.1.5. **Qualification of Plants and Personnel.**

- 3.1.5.1. **Plants.** Fabrication plants that produce bridge members must be approved in accordance with [DMS-7370](#), "Steel Bridge Member Fabrication Plant Qualification." The Department's MPL has a list of approved bridge member fabrication plants.

Fabrication plants that produce non-bridge steel members listed below must be approved in accordance with [DMS-7380](#), "Steel Non-Bridge Member Fabrication Plant Qualification." The Construction Division maintains a list of approved non-bridge fabrication plants for the following items:

- Roadway Illumination Poles,
- High Mast Illumination Poles,
- High Mast Rings and Support Assemblies,
- Overhead Sign Support Structures,
- Traffic Signal Poles, and
- Intelligent Transportation System (ITS) Poles

The Department will evaluate non-bridge member fabrication plants for competence of the plant, equipment, organization, experience, knowledge, and personnel to produce acceptable work.

- 3.1.5.2. **Personnel.** Provide a QC staff qualified in accordance with the applicable AWS code. Provide an adequate number of qualified QC personnel for each specific production operation. QC must be on-site and independent of production personnel, as the Engineer determines. QC personnel must be proficient in utilizing the applicable plans, specifications, and test methods, and in verifying compliance with the plant QC and production procedures. Welding inspectors must be current AWS Certified Welding Inspectors for bridge member plants, and for non-bridge member plants requiring Department approval per [DMS-7380](#), "Steel Non-Bridge Member Fabrication Plant Qualification." The QC staff must provide inspection of all materials and workmanship before the Department's inspection. Provide the Department inspector with adequate personnel and equipment needed to move material for inspection access. QC is solely the Contractor's responsibility.

- 3.1.5.3. **Nondestructive Testing (NDT).** Personnel performing NDT must be qualified in accordance with the applicable AWS code and the employer's Written Practice. Level III personnel who qualify AS Level I and Level II inspectors must be certified by ASNT for which the NDT Level III is qualified. Testing agencies and individual third-party contractors must also successfully complete periodic audits for compliance, performed by the Department. In addition, ultrasound technicians must pass a hands-on test the Construction Division administers. This will remain current provided they continue to perform testing on Department materials as evidenced by test reports requiring their signature. A technician who fails the hands-on test must wait 6 months before taking the test again. Qualification to perform ultrasonic testing will be revoked when the technician's employment is terminated or when the technician goes 6 months without performing a test on a Department project. The technician must pass a new hands-on test to be re-certified.

- 3.1.5.4. **Welding Procedure Specifications Qualification Testing.** For bridge member fabrication, laboratories performing welding procedure specifications (WPSs) qualified by testing must be approved in accordance with [DMS-7360](#), "Qualification Procedure for Laboratories Performing Welding Procedure Qualification Testing." The Department's MPL has a list of laboratories approved to perform WPS qualification testing.

3.1.6. **Drawings.**

- 3.1.6.1. **Erection Drawings.** Submit erection drawings prepared by a licensed professional engineer, including calculations, for approval in accordance with Item 5, "Control of the Work," at least 4 weeks before erecting any portion of field-spliced (welded or bolted) girders, railroad underpasses, trusses, arches, or other members for which erection drawings are required on the plans. Include drawings and calculations for any temporary structures used to support partially erected members. Erection drawings are not required for rolled I-beam units unless otherwise noted on the plans.

Prepare erection drawings following the procedures outlined in Section 2.2 of the AASHTO/NSBA Steel Bridge Collaboration S10.1. As a minimum, include:

- plan of work area showing structure location relative to supports and all obstructions;
- equipment to be used including allowable load information;
- erection sequence for all pieces;
- member weights and center of gravity location of pieces to be lifted;
- locations of cranes, holding cranes, and temporary supports (falsework), including when to release load from temporary supports and holding cranes;
- details of falsework including specific bracing requirements with maximum allowable design wind speed clearly indicated;
- girder lifting points;
- diaphragm and bracing requirements; and
- minimum connection requirements when more than the standard requirements.

Perform girder erection analyses using UT-Lift and UT-Bridge software available on the Department's website or other suitable commercial software. Ensure temporary stresses in members being erected will not cause permanent damage and that stability is maintained throughout the erection operations. Provide actual input files and output results from UT-Lift and UT-Bridge, or graphical and hard copy results from commercial software programs.

Do not proceed if site conditions differing from those depicted on the approved erection drawings could affect temporary support stresses, erected girders, or public safety in any manner. Revise erection drawings and resubmit to the Engineer for approval before proceeding if site conditions could affect these things.

- 3.1.6.2. **Shop Drawings.** Prepare and electronically submit shop drawings before fabrication for each detail of the general plans requiring the use of structural steel, forgings, wrought iron, or castings as documented in the *Guide to Electronic Shop Drawing Submittal* available on the Bridge Division website and as directed for other items the standard specifications require.

Indicate joint details on shop drawings for all welds. Provide a title block on each sheet in the lower right corner that includes:

- project identification data including federal and state project numbers,
- sheet numbering for the shop drawings,
- name of the structure or stream for bridge structures,
- name of owner or developer,
- name of the fabricator or supplier, and
- name of the Contractor.

Provide one set of 11 × 17-in. approved shop drawings in hardcopy to the Department for the inspector at the fabrication plant.

- 3.1.6.2.1. **Bridge Members.** Prepare drawings in accordance with AASHTO/NSBA Steel Bridge Collaboration G1.3, "Shop Detail Drawing Presentation" unless otherwise approved. Print a bill of material on each sheet, including the Charpy V-Notch (CVN) and fracture-critical requirements, if any, for each piece. Indicate fracture-critical areas of members.

- 3.1.6.2.2. **Non-Bridge Members.** Furnish shop drawings for non-bridge members when required by the plans or pertinent items.

- 3.1.7. **Welding Procedure Specifications (WPSs).** Submit WPSs and test reports in accordance with the applicable AWS code to the Construction Division before fabrication begins, and notify the Engineer which procedures will be used for each joint or joint type. Do not begin fabrication until the Engineer approves WPSs.

Post the approved WPSs for the welding being performed on each welding machine, or use another approved method of ensuring the welder has access to the procedure information at all times.

- 3.1.8. **Documentation.** Before beginning fabrication, provide a completed Material Statement Form 1818 (a.k.a. D-9-USA-1) with supporting documentation (such as mill test reports (MTRs)) that the producing mill issues and qualified personnel verifies. Ensure the documentation legibly reflects all information the applicable ASTM specifications require. Supply documents electronically to the Department.

Provide a copy of the shipping or storage invoice, as material is shipped or placed in approved storage that reflects:

- member piece mark identification and calculated weight per piece from the contract drawings,
- number of pieces shipped or in storage,
- total calculated weight for each invoice per bid item, and
- the unique identification number of the shipping or storage invoice.

The inspector's acceptance of material or finished members will not prohibit subsequent rejection if the material or members are found to be damaged or defective. Replace rejected material promptly.

- 3.1.9. **Material Identification.** Assembly-mark individual pieces and issue cutting instructions to the shop using a system that will maintain identity of the original piece.

Identify structural steel by standard and grade of steel. Also differentiate between material toughness requirements (CVN, fracture-critical) as well as any other special physical requirements. In addition, identify structural steel for primary members by mill identification numbers (heat numbers). Use an approved identification system. Use either paint or low-stress stencils to make identification markings on the metal. Mark the material as soon as it enters the shop and carry the markings on all pieces through final fabrication. Transfer the markings before cutting steel for primary members of bridge structures into smaller pieces. Loss of identification marking on any piece, with no other positive identification, or loss of heat number identification on any primary member piece will render the piece unacceptable for use. Unidentifiable material may be approved for use after testing to establish acceptability to the satisfaction of the Engineer. Have an approved testing facility perform testing and a licensed professional engineer sign and seal the results.

3.2. **Welding.**

3.2.1. **Details.**

- 3.2.1.1. **Rolled Edges.** Trim plates with rolled edges used for webs by thermal cutting.

- 3.2.1.2. **Weld Tabs.** Use weld tabs at least 2 in. long for manual and semi-automatic processes, at least 3 in. long for automatic processes, and in all cases at least as long as the thickness of the material being welded. Use longer weld tabs as required for satisfactory work.

- 3.2.1.3. **Weld Termination.** Terminate fillet welds approximately 1/4 in. from the end of the attachment except for galvanized structures and flange-to-web welds, for which the fillet weld must run the full length of the attachment, unless otherwise shown on the plans.

- 3.2.1.4. **No-Paint Areas at Field-Welded Connections.** Keep surfaces within 4 in. of groove welds or within 2 in. of fillet welds free from shop paint.

- 3.2.1.5. **Galvanized Assemblies.** Completely seal all edges of tightly contacting surfaces by welding before galvanizing.

- 3.2.1.6. **Submerged-Arc Welding (SAW).** Do not use hand-held semiautomatic SAW for welding bridge members unless altered to provide automatic guidance or otherwise approved.

- 3.2.1.7. **Tubular Stiffeners for Bridge Members.** Weld in accordance with AWS D1.5, using WPSs qualified based on tests on ASTM A709 Gr. 50W or Gr. 50 steel for non-weathering applications and ASTM A709 Gr. 50W steel for weathering applications.
- 3.2.1.8. **Non-Bridge Member Weathering Steel Welds.** Provide weld metal with atmospheric corrosion resistance and coloring characteristics similar to that of the base metal for weathering steel structures fabricated per AWS D1.1.
- 3.2.2. **Shop Splices.**
- 3.2.2.1. **Shop Splice Locations.** Keep at least 6 in. between shop splices and stiffeners or cross-frames. Obtain approval for shop splices added after shop drawings are approved.
- 3.2.2.2. **Grinding Splice Welds.** Grind shop groove welds in flange plates smooth and flush with the base metal on all surfaces whether the joined parts are of equal or unequal thickness. Grind so the finished grinding marks run in the direction of stress, and keep the metal below the blue brittle range (below 350°F). Groove welds in web plates, except at locations of intersecting welds, need not be ground unless shown on the plans except as required to meet AWS welding code requirements.
- 3.2.3. **Joint Restraint.** Never restrain a joint on both sides when welding.
- 3.2.4. **Stiffener Installation.**
- 3.2.4.1. **Flange Tilt.** Members must meet combined tilt and warpage tolerances before the installation of stiffeners. Cut stiffeners to fit acceptable flange tilt and cupping. Minor jacking or hammering that does not permanently deform the material will be permitted.
- 3.2.4.2. **Stiffeners Near Field Splices.** Tack weld intermediate stiffeners within 12 in. of a welded field splice point in the shop. Weld the stiffeners in the field in accordance with Item 448, "Structural Field Welding," after the splice is made.
- 3.2.5. **Nondestructive Testing (NDT).** Perform magnetic particle testing (MT), radiographic testing (RT), or ultrasonic testing (UT) at the Contractor's expense as specified in D1.5 for bridge structures. The Engineer will periodically witness, examine, verify, and interpret NDT. Additional welds may be designated for NDT on the plans. Retest repaired groove welds per the applicable AWS code after repairs are made and have cooled to ambient temperature. Complete NDT and repairs before assembly of parts into a member, but after any heat-correction of weld distortion.
- 3.2.5.1. **Radiographic Testing.** Radiographs must have a density of at least 2.5 and no more than 3.5, as a radiographer confirms. The density in any single radiograph showing a continuous area of constant thickness must not vary in this area by more than 0.5. Use only ASTM System Class I radiographic film as described in ASTM E1815. Use low-stress stencils to make radiograph location identification marks on the steel.
- 3.2.5.2. **Ultrasonic Testing.** Have UT equipment calibrated yearly by an authorized representative of the equipment manufacturer or by an approved testing laboratory.
- 3.2.5.3. **Magnetic Particle Testing.** Use half-wave rectified DC when using the yoke method unless otherwise approved. Welds may be further evaluated with prod method for detecting centerline cracking.
- 3.2.6. **Testing of Galvanized Weldments.** If problems develop during galvanizing of welded material, the Engineer may require a test of the compatibility of the combined galvanizing and welding procedures in accordance with this Section and may require modification of one or both of the galvanizing and welding procedures.

Prepare a test specimen with a minimum length of 12 in. using the same base material, with the same joint configuration, and using the welding procedure proposed for production work if testing is required. Clean and galvanize this test specimen using the same conditions and procedure that will be applied to the production galvanizing.

Examine the test specimen after galvanizing. There must be no evidence of excessive buildup of zinc coating over the weld area. Excessive zinc coating buildup will require modification of the galvanizing procedure.

Remove the zinc from the weld area of the test specimen and visually examine the surface. There must be no evidence of loss of weld metal or any deterioration of the base metal due to the galvanizing or welding procedure. Modify the galvanizing or welding procedure as required if there is evidence of deterioration or loss of weld metal, and run a satisfactory retest on the modified procedures before production work. Report procedures and results on the galvanized weldment worksheet provided by the Department.

- 3.3. **Bolt Holes.** Detail holes on shop drawings 1/16 in. larger in diameter than the nominal bolt size shown on the plans unless another hole size is shown on the plans.

Thoroughly clean the contact surfaces of connection parts in accordance with Item 447, "Structural Bolting," before assembling them for hole fabrication. Make holes in primary members full-size (by reaming from a subsize hole, drilling full-size, or punching full-size where permissible) only in assembly unless otherwise approved.

Ream and drill with twist drills guided by mechanical means unless otherwise approved. If subpunching holes, punch them at least 3/16 in. smaller than the nominal bolt size. Submit the proposed procedures for approval to accomplish the work from initial drilling or punching through check assembly when numerically controlled (N/C) equipment is used. Use thermal cutting for holes only with permission of the Engineer. Permission for thermal cutting is not required for making slotted holes, when slotted holes are shown on the plans, by drilling or punching 2 holes and then thermally cutting the straight portion between them. Perform all thermal cutting in accordance with Section 441.3.5.1., "Thermal Cutting."

Slightly conical holes that naturally result from punching operations are acceptable provided they do not exceed the tolerances of S2.1. The tolerance for anchor bolt hole diameter for bridge bearing assemblies is +1/8 in., -0.

- 3.4. **Dimensional Tolerances.** Meet tolerances of the applicable AWS specifications and S2.1 except as modified in this Section.

- 3.4.1. **Rolled Sections.** Use ASTM A6 mill tolerances for rolled sections, except D1.5 camber tolerances apply to rolled sections with a specified camber.

- 3.4.2. **Flange Straightness.** Ensure flanges of completed girders are free of kinks, short bends, and waviness that depart from straightness or the specified camber by more than 1/8 in. in any 10 ft. along the flange. Rolled material must meet this straightness requirement before being laid out or worked. Plates must meet this requirement before assembly into a member. Inspect the surface of the metal for evidence of fracture after straightening a bend or buckle. The Engineer may require nondestructive testing.

- 3.4.3. **Alignment of Deep Webs in Welded Field Connections.** For girders 48 in. deep or deeper, the webs may be slightly restrained while checking compliance with tolerances of S2.1 for lateral alignment at field-welded connections. In the unrestrained condition, webs 48 in. deep or deeper must meet the tolerances of Table 2. Girders under 48 in. deep must meet the alignment tolerances of S2.1.

Table 2
Web Alignment Tolerances for Deep Girders

Web Depth (in.)	Maximum Web Misalignment (in.)
48	1/16
60	1/8
72	1/4
84	5/16
96	5/16
108	3/8
120	7/16
132	7/16
144	1/2

3.4.4. **Bearings.** Correct bearing areas of shoes, beams, and girders using heat, external pressure, or both. Grind or mill only if the actual thickness of the member is not reduced by more than 1/16 in. below the required thickness.

3.4.4.1. **I-Beams, Plate Girders, and Tub Girders.** The plane of the bearing area of beams and girders must be perpendicular to the vertical axis of the member within 1/16 in. in any 24 in.

3.4.4.2. **Closed Box Girders.** Meet these tolerances:

- The plane of the bearing areas of the box girder is perpendicular to the vertical axis of the girder within 1/16 in. across any horizontal dimension of the bearing.
- The planes of the beam supports on the box girder are true to the vertical axis of the supported beams or girders to 1/16 in. in any 24 in.

In the shop, verify the plane of all bearing areas with the box placed on its bearings to field grade, using an approved process for verification.

3.4.4.3. **Shoes.** Meet these tolerances:

- The top bolster has the center 75% of the long dimension (transverse to the girder) true to 1/32 in., with the remainder true to 1/16 in., and is true to 1/32 in. across its entire width in the short dimension (longitudinal to the girder).
- The bottom bolster is true to 1/16 in. across its diagonals.
- For a pin and rocker type expansion shoe, the axis of rotation coincides with the central axis of the pin.
- When the shoe is completely assembled, as the top bolster travels through its full anticipated range, no point in the top bolster plane changes elevation by more than 1/16 in. and the top bolster does not change inclination by more than 1 degree, for the full possible travel.

3.4.4.4. **Beam supports.** Fabricate beam support planes true to the box girder bearing to 1/16 in. in the short direction and true to the vertical axis of the nesting girders to 1/16 in.

3.4.5. **End Connection Angles.** For floor beams and girders with end connection angles, the tolerance for the length back to back of connection angles is $\pm 1/32$ in. Do not reduce the finished thickness of the angles below that shown on the shop drawings if end connections are faced.

3.5. **Other Fabrication Processes.**

3.5.1. **Thermal Cutting.** Use a mechanical guide to obtain a true profile. Hand-cut only where approved. Hand-cutting of radii for beam copes, weld access holes, and width transitions is permitted if acceptable profile and finish are produced by grinding. Provide a surface finish on thermal-cut surfaces, including holes, in accordance with D1.5 requirements for base metal preparation. Obtain approval before using other cutting processes.

- 3.5.2. **Oxygen-Gouging.** Do not oxygen-gouge quenched and tempered (Q&T), normalized, or thermo-mechanically controlled processed (TMCP) steel.
- 3.5.3. **Annealing and Normalizing.** Complete all annealing or normalizing (as defined in ASTM A941) before finished machining, boring, and straightening. Maintain the temperature uniformly throughout the furnace during heating and cooling so the range of temperatures at all points on the member is no more than 100°F.
- 3.5.4. **Machining.** Machine the surfaces of expansion bearings so the travel direction of the tool is in the direction of expansion.
- 3.5.5. **Camber.** Complete cambering in accordance with S2.1 before any heat-curving.
- 3.5.6. **Heat Curving.** Heat-curve in accordance with S2.1. The methods in the AASHTO bridge construction specifications are recommended. Attach cover plates to rolled beams before heat-curving only if the total thickness of one flange and cover plate is less than 2-1/2 in. and the radius of curvature is greater than 1,000 ft. Attach cover plates for other rolled beams only after heat-curving is completed. Locate and attach connection plates, diaphragm stiffeners, and bearing stiffeners after curving, unless girder shrinkage is accounted for.
- 3.5.7. **Bending of Quenched and Tempered Steels.** The cold-bending radius limitations for HPS 70W in S2.1 apply to all Q&T steels.
- 3.6. **Nonconformance Reports (NCRs).** Submit an NCR to the Engineer for approval when the requirements of this Item are not met. Submit NCRs in accordance with the Construction Division's NCR guidelines document. Have readily available access to the services of a licensed professional engineer experienced in steel structures design and fabrication. This licensed professional engineer may be responsible for reviewing potentially structurally deficient members in accordance with the NCR guidelines document. Receive Department approval before beginning repairs. Perform all repair work in strict compliance with the approved NCR and repair procedure.
- 3.7. **Shop Assembly.**
- 3.7.1. **General Shop Assembly.** Shop-assemble field connections of primary members of trusses, arches, continuous beam spans, bents, towers (each face), plate girders, field connections of floor beams and stringers (including for railroad structures), field-bolted diaphragms for curved plate girders and railroad underpasses, and rigid frames. Field-bolted cross-frames and rolled-section diaphragms do not require shop assembly. Complete fabrication, welding (except for shear studs), and field splice preparation before members are removed from shop assembly. Obtain approval for any deviation from this procedure. The Contractor is responsible for accurate geometry.
- Use a method and details of preassembly consistent with the erection procedure shown on the erection plans and camber diagrams. The sequence of assembly may start from any location in the structure and proceed in one or both directions. An approved method of sequential geometry control is required unless the full length of the structure is assembled.
- Verify by shop assembly the fit of all bolted and welded field connections between bent cap girders and plate girders or between plate girders and floor beams.
- Do not measure horizontal curvature and vertical camber for final acceptance until all welding and heating operations are completed and the steel has cooled to a uniform temperature. Check horizontal curvature and vertical camber in a no-load condition.
- 3.7.2. **Bolted Field Connections.** Each shop assembly, including camber, alignment, accuracy of holes, and fit of milled joints, must be approved before the assembly is dismantled.

Assemble with milled ends of compression members in full bearing. Assemble non-bearing connections to the specified gap. Ream all subsize holes to the specified size while the connections are assembled, or drill

full size while the connections are assembled. Notify the Engineer before shipping if fill plates or shims are added. Adding or increasing the thickness of shims or fill plates in bearing connections requires approval. Use drift pins and snug-tight bolts during the drilling process to ensure all planes of the connection (webs and flanges) can be assembled simultaneously. Do not use tack welds to secure plates while drilling.

Secure parts not completely bolted in the shop with temporary bolts to prevent damage in shipment and handling. Never use tack welds in place of temporary bolts.

Match-mark connecting parts in field connections using low-stress stencils in accordance with the diagram in the erection drawings.

- 3.7.3. **Welded Field Connections.** Mill or grind bevels for groove welds. Do not cut into the web when cutting the flange bevel adjacent to the web. End preparation, backing, and tolerances for girder splices must be in accordance with Item 448, "Structural Field Welding." Details for all other field-welds must conform to the applicable AWS code unless otherwise shown on the plans.

In the shop, prepare ends of beams or girders to be field-welded taking into account their relative positions in the finished structure due to grade, camber, and curvature. Completely shop-assemble and check each splice. Match-mark the splice while it is assembled with low-stress stencils in accordance with the diagram in the erection drawings.

3.8. **Finish and Painting.**

- 3.8.1. **Shop Painting.** Perform shop painting of bridge members as required in [DMS-8104](#), "Paint, Shop Application for Steel Bridge Members." Grind corners on new steel items to be painted (except for the coatings on box and tub girder interiors) that are sharp or form essentially 90° angles to an approximately 1/16 in. flat surface before blast cleaning. (A corner is the intersection of 2 plane faces.) This requirement does not apply to punched or drilled holes. Do not omit shop paint to preserve original markings.

Ensure painted faying surfaces meet the required slip and creep coefficients for bolted connections as outlined in [DMS-8104](#), "Paint, Shop Application for Steel Bridge Members."

Use a Class A slip (minimum slip coefficient of 0.33) if no slip coefficient or corresponding surface condition is specified. Perform all required testing at no expense to the Department.

Surface preparation and painting the interiors of Tub Girders and Closed Boxes is in accordance with [DMS-8104](#), "Paint, Shop Application for Steel Bridge Members."

- 3.8.2. **Weathering Steel.** Provide an SSPC-SP 6 blast in the shop to all fascia surfaces of unpainted weathering steel beams. Fascia surfaces include:

- exterior sides of outermost webs and undersides of bottom flanges of plate girders and rolled beams,
- all outer surfaces of tub girders and box girders,
- all surfaces of truss members,
- webs and undersides of bottom flanges of plate diaphragms,
- bottom surfaces of floor beams, and
- any other surfaces designated as "fascia" on the plans.

Do not mark fascia surfaces. Use one of the following methods as soon as possible to remove any markings or any other foreign material that adheres to the steel during fabrication and could inhibit the formation of oxide film:

- SSPC-SP 1, "Solvent Cleaning,"
- SSPC-SP 2, "Hand Tool Cleaning,"
- SSPC-SP 3, "Power Tool Cleaning," and
- SSPC-SP 7, "Brush-off Blast Cleaning."

Do not use acids to remove stains or scales. Feather out touched-up areas over several feet.

- 3.8.3. **Machined Surfaces.** Clean and coat machine-finished surfaces that are in sliding contact, particularly pins and pinholes, with a non-drying, water-repellent grease-type material containing rust-inhibitive compounds. Ensure the coating material contains no ingredients that might damage the steel. Protect machined surfaces from abrasive blasting.
- 3.9. **Handling and Storage of Materials.** Prevent damage when storing or handling girders or other materials. Remove or repair material damaged by handling devices or improper storage by acceptable means in accordance with ASTM A6 and the applicable AWS code.
- Place stored materials on skids or acceptable dunnage above the ground. Keep materials clean. Shore girders and beams to keep them upright and free of standing water. Place support skids close enough to prevent excessive deflection in long members such as columns. Do not stack completed girders or beams at the jobsite.
- Protect structural steel from salt water or other corrosive environments during storage and transit.
- 3.10. **Marking and Shipping.** Mark all structural members in accordance with the erection drawings. If a surface is painted, make the marks over the paint. Do not use impact-applied stencils to mark painted surfaces.
- Mark the weight directly on all members weighing more than 3 tons.
- Keep material clean and free from injury during loading, transportation, unloading, and storage. Pack bolts of each length and diameter, and loose nuts or washers of each size, separately and ship them in boxes, crates, kegs, or barrels. Plainly mark a list and description of the contents on the outside of each package.
- 3.11. **Field Erection.** Do not lift and place any steel member, including girders and diaphragms, over an open highway or other open travel way unless otherwise approved. Do not allow traffic to travel under erected members until sufficiently stable as shown on approved erection drawings.
- 3.11.1. **Pre-Erection Conference.** Schedule and attend a pre-erection conference with the Engineer at least 7 days before commencing steel erection operations. Do not install falsework or perform any erection operations before the meeting.
- 3.11.2. **Methods and Equipment.** Do not tack-weld parts instead of using erection bolts. Do not tack-weld parts to hold them in place for bolting. Provide falsework, tools, machinery, and appliances, including drift pins and erection bolts. Provide enough drift pins, 1/32 in. larger than the connection bolts, to fill at least 1/4 of the bolt holes for primary connections. Use erection bolts of the same diameter as the connection bolts.
- Securely tie, brace, or shore steel beams or girders immediately after erection as shown on the erection drawings. Maintain bracing or shoring until the diaphragms are in place and as specified in the erection drawings. Protect railroad, roadway, and marine traffic underneath previously erected girders or beams from falling objects associated with other construction activities.
- Only welders certified or working directly under the supervision of a foreman certified in accordance with Item 448, "Structural Field Welding," may handle torches when applying heat to permanent structural steel members.
- 3.11.3. **Falsework.** Construct falsework in accordance with the erection plan. Construct foundations for shore towers as shown on erection drawings. Do not use timber mats with deteriorated timbers or soil to construct shore tower foundations. Notify the Engineer of completed falsework to obtain approval before opening roadway to traffic or starting girder erection activities. Ensure falsework is protected from potential vehicle impact. Inspect and maintain falsework daily. Use screw jacks or other approved methods to control vertical adjustment of falsework to minimize the use of shims.

- 3.11.4. **Handling and Assembly.** Accurately assemble all parts as shown on the plans and the approved shop drawings. Verify match-marks. Handle parts carefully to prevent bending or other damage. Do not hammer if doing so damages or distorts members. Do not weld any member for transportation or erection unless noted on the plans or approved by the Engineer.
- 3.11.4.1. **Welded Connections.** Weld flange splices to 50% of their thickness and meet the minimum erection bracing and support requirements before releasing the erection cranes, as shown on the plans and on the approved erection plans. Field-weld in accordance with Item 448, "Structural Field Welding."
- 3.11.4.2. **Bolted Connections.** Before releasing the erection cranes:
- install 50% of the bolts in the top and bottom flanges and the web with all nuts finger-tight,
 - meet the minimum erection bracing and support requirements shown on the plans and on the approved erection plans, and
 - install top lateral bracing across the connection for tub girders, and fully tension the bolts connecting the bracing to the top flanges.
- Install high-strength bolts, including erection bolts, in accordance with Item 447, "Structural Bolting." Clean bearing and faying surfaces for bolted connections in accordance with Item 447, "Structural Bolting." Clean the areas of the outside ply under washers, nuts, and bolt heads before bolt installation. Ensure the required faying surface condition is present at the time of bolting.
- 3.11.5. **Misfits.** Correct minor misfits. Ream no more than 10% of the holes in a plate connection (flange or web), and ensure no single hole is more than 1/8 in. larger than the nominal bolt diameter. Submit proposed correction methods for members with defects that exceed these limits or prevent the proper assembly of parts. Straighten structural members in accordance with S2.1. Make all corrections in the presence of the Engineer at no expense to the Department. Do not remove and reweld gusset plates without approval.
- 3.11.6. **Bearing and Anchorage Devices.** Place all bearing devices such as elastomeric pads, castings, bearing plates, or shoes on properly finished bearing areas with full and even bearing on the concrete. Place metallic bearing devices on 1/4 in.-thick preformed fabric pads manufactured in accordance with [DMS-6160](#), "Water Stops, Nylon-Reinforced Neoprene Sheet, and Elastomeric Pads," to the dimensions shown on the plans. Provide holes in the pad that are no more than 1/4 in. larger than the bolt diameter.
- Build the concrete bearing area up to the correct elevation once it has been placed below grade using mortar that meets Item 420, "Concrete Substructures," and provide adequate curing. Use only mortar for build-ups between 1/8 in. and 3/8 in. thick. Use galvanized steel shims or other approved shim materials in conjunction with mortar if the bearing area must be raised more than 3/8 in.
- Provide at least 75% contact of flange to shoe with no separation greater than 1/32 in. for beams and girders. Make corrections using heat or pressure in accordance with S2.1, or with galvanized shims. Correct small irregularities by grinding.
- Provide at least 85% contact between the rocker plate and the base plate. Adjust the location of slotted holes in expansion bearings for the prevailing temperature. Adjust the nuts on the anchor bolts at the expansion ends of spans to permit free movement of the span. Provide lock nuts or burr the threads.
- Remove all foreign matter from sliding or machine-finished surfaces before placing them in the structure.
- Restore distorted bearing pads or expansion bearings to an equivalent 70°F position after completion of all welded or bolted splices, using an approved method of relieving the load on the bearing devices.
- 3.11.7. **Erecting Forms.** Do not erect forms until all welding or bolting is complete and the unit is positioned and properly set on the bearings unless otherwise noted on the plans.
- 3.11.8. **Field Finish.** Paint in accordance with Item 446, "Field Cleaning and Painting Steel." Restore weathering steel that will remain unpainted to a uniform appearance by solvent cleaning, hand cleaning, power brush, or

blast cleaning after all welding and slab concrete placement has been completed. Remove from all unpainted weathering steel fascia surfaces (see Section 441.3.8.2., "Weathering Steel,") any foreign material, including markings, that adheres to the steel and could inhibit formation of oxide film as soon as possible. Feather out touched-up areas over several feet. Do not use acids to remove stains or scales.

4. MEASUREMENT AND PAYMENT

The work performed, materials furnished, equipment, labor, tools, and incidentals will not be measured or paid for directly but will be subsidiary to pertinent Items.

Item 442

Metal for Structures



1. DESCRIPTION

Provide structural steel, high-strength bolts, forgings, steel castings, iron castings, wrought iron, steel pipe and tubing, aluminum castings and tubing, or other metals used in structures, except reinforcing steel and metal culvert pipe.

2. MATERIALS

Furnish mill test reports (MTRs), supplemental test documentation, and certifications required by this and other pertinent Items.

2.1. **Structural Steel.** The Engineer may sample and test steel in accordance with ASTM A370.

2.1.1. **Bridge Structures.** Provide the grade of ASTM A709 steel shown on the plans. Grade 50W, 50S, or HPS 50W may be substituted for Grade 50 at no additional cost to the Department. Use Zone 1 if no AASHTO temperature zone is shown on the plans.

2.1.2. **Non-Bridge Structures.**

2.1.2.1. **Steel Classifications.** Provide the types and grades of steel listed in this Section unless otherwise shown on the plans.

2.1.2.1.1. **Carbon Steel.** Meet ASTM A36.

2.1.2.1.2. **Low-Alloy Steel.** Meet the requirements of one of the following standards:

- ASTM A529 Grade 50;
- ASTM A572 Grade 50 or 55;
- ASTM A588;
- ASTM A709 Grade 50, 50S, 50W, or HPS 50W; or
- ASTM A992.

Specify ASTM A6 supplemental requirement S18, "Maximum Tensile Strength," for material used for sign, signal, and luminaire supports.

2.1.2.2. **Impact Testing.** Tension members and components of the following structure types, if more than 1/2 in. thick. Other members designated on the plans must meet the Charpy V-notch (CVN) requirements of Table 1:

- base plates for roadway illumination assemblies, traffic signal pole assemblies, high mast illumination poles, camera poles, and overhead sign supports;
- pole mounting plates, arm mounting plates, and clamp-on plates for traffic signal pole assemblies;
- arm stiffeners, pole gussets, and stiffeners for traffic signal pole long mast arm assemblies (50 ft. to 65 ft.);
- pole shafts, ground sleeves, and handhole frames for high mast illumination poles;
- W-columns, tower pipes, multiple-sided shafts, tower pipe and multiple-sided shaft connection plates, chord angles, chord splice plates or angles, and truss bearing angles for truss type overhead sign supports; and

- pipe posts, pipe arms, post and arm flange plates, and handhole frames for monotube overhead sign supports.

Table 1
CVN Requirements for Non-Bridge Steel

Material	Thickness	Minimum CVN Toughness
ASTM A36, A53, A242, A500, A501, A709 Gr. 36, any other steel with minimum specified yield point below 40 ksi	up to 4"	15 ft.-lb. at 70°F
ASTM A572, ¹ A588, ¹ A633, ¹ any other steel with minimum specified yield point between 40 and 65 ksi, inclusive	up to 2"	15 ft.-lb. at 70°F
	over 2" to 4", mechanically fastened	15 ft.-lb. at 70°F
	over 2" to 4", welded	20 ft.-lb. at 70°F
Any steel with minimum specified yield point over 65 ksi and under 90 ksi ²	up to 2-1/2"	20 ft.-lb. at 50°F
	over 2-1/2" to 4", mechanically fastened	20 ft.-lb. at 50°F
	over 2-1/2" to 4", welded	25 ft.-lb. at 50°F

1. Reduce the testing temperature by 15°F for each 10-ksi increment or fraction thereof above 65 ksi if the yield point of the material given on the MTR exceeds 65 ksi.
2. Reduce the testing temperature by 15°F for each 10-ksi increment or fraction thereof above 85 ksi if the yield point of the material given on the MTR exceeds 85 ksi.

Use the (H) frequency of testing for material with minimum specified yield point up to 50 ksi. Use the (P) frequency of testing for material with minimum specified yield point over 50 ksi. Ensure steel is sampled and tested in accordance with ASTM A673.

2.1.3. Other Components.

2.1.3.1. **Miscellaneous Bridge Components.** Provide steel that meets ASTM A36, A709 Grade 36, or A500 Grade B for members such as steel bearing components not bid under other items, steel diaphragms for use with concrete bridges, and armor and finger joints, unless otherwise shown on the plans.

2.1.3.2. **Shear Connectors and Anchors.** Provide cold-drawn bars for stud shear connectors, slab anchors, and anchors on armor and finger joints that meet the requirements of ASTM A108, Grade 1010, 1015, 1018, or 1020, either semi-killed or killed, and have the tensile properties given in Table 2 after drawing or finishing. Determine tensile properties in accordance with ASTM A370.

Table 2
Minimum Tensile Properties for Bar Stock

Tensile strength	60 ksi
Yield strength	50 ksi
Elongation	20% (2")
Reduction of area	50%

Provide certification from the manufacturer that the studs or anchors as delivered have the required material properties.

2.1.3.3. **Fasteners.** Provide high-strength bolts that meet ASTM A325 or A490 as shown on the plans. The Department may sample high-strength bolts, nuts, and washers for structural connections in accordance with [Tex-719-I](#).

Follow the requirements of Item 447, "Structural Bolting," for tests, test reports, and supplemental requirements for high-strength bolts, nuts, and washers.

Use bolts that meet ASTM A307 and nuts that meet ASTM A563 when ASTM A325 or A490 bolts are not shown on the plans.

2.1.3.4. **Slip-Resistant Deck Plates.** Furnish steel for deck plates that meets ASTM A786 and one of A242, A588, or A709 Gr. 50W. State the type and trade name of material to be used on the shop drawings.

- 2.1.3.5. **Rail Posts.** Provide material for rail posts that meets ASTM A36 or ASTM A709 Grade 36 unless otherwise shown on the plans.
- 2.2. **Steel Forgings.** Provide steel forgings for pins, rollers, trunnions, or other forged parts that meet ASTM A668, Class C, D, F, or G, as shown on the plans. For pins 4 in. or smaller in diameter for non-railroad structures, material that meets ASTM A108, Grades 1016 to 1030, with a minimum yield strength of 36 ksi, may be used instead.
- 2.3. **Steel Castings.** Provide steel castings that meet ASTM A27, Grade 70-36.
- 2.4. **Iron Castings.** Provide iron castings that are true to pattern in form and dimensions; free from pouring faults, sponginess, cracks, blow holes, and other defects in positions affecting their strength and value for the service intended; and meet the standards shown in Table 3.

Table 3
Standards for Iron Castings

Casting Material	ASTM Standard	Grade or Class
Gray iron	A48	35B
Malleable iron	A47	32510
Ductile iron	A536	70-50-05

- 2.5. **Steel Tubing.** Provide steel tubing that meets ASTM A500, Grade B unless otherwise shown on the plans. Tubing that meets API Standard 5L, Grade X52 may be used if produced by a mill listed in the standard API specifications as authorized to produce pipe with the API monogram. Hydrostatic tests are not required for API 5L steel, and instead of an MTR, the manufacturer may furnish a certificate for each lot or shipment certifying the tubing meets the requirements of this Section.
- 2.6. **Pipe Rail.** "Pipe" includes special extruded and bent shapes. Provide pipe that is rolled, extruded, or cold-pressed from a round pipe or flat plate, and of the section shown on the plans.

Ensure the design of the cold press and dies results in a pipe of uniform section-free from die marks. Cut the pipe to the lengths required once it has been formed to the required section. Make the end cuts and notches at the angles to the axis of the pipe required to produce vertical end faces and plumb posts when required by the plans. Provide a neat and workmanlike finish when cutting and notching pipe.

- 2.7. **Aluminum.** Provide aluminum materials that meet the standards shown in Table 4 unless otherwise shown on the plans.

Table 4
Aluminum Standards

Material	ASTM Standard	Alloy-Temper
Castings	B108	A444.0-T4
Extrusions	B221	6061-T6
Sheet or plate	B209	6061-T6

When testing is required, cut test specimens from castings from the lower 14 in. of the tension flange, but not at the junction of the rib or base. Flatten the curved surfaces before machining. Provide standard test specimens in conformance with ASTM E8.

3. CONSTRUCTION

- 3.1. **Fabrication, Erection, and Painting.** Fabricate, weld, and erect structural metal in accordance with Item 441, "Steel Structures," Item 447, "Structural Bolting," Item 448, "Structural Field Welding," and the applicable AWS welding code. Paint in accordance with Item 446, "Field Cleaning and Painting Steel." Aluminum or galvanized steel members do not require painting unless otherwise shown on the plans.
- 3.2. **Galvanizing.** Galvanize fabricated steel items, steel castings, bolts, nuts, screws, washers, and other miscellaneous hardware in accordance with Item 445, "Galvanizing." Galvanizing is not required unless specified.

4. MEASUREMENT

This Item will be measured by the pound of structural metal furnished and placed in a complete structure not including the weight of erection bolts, paint, or weld metal.

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

The maximum percent variance from the plans quantity will be as given in Table 5.

Table 5
Percent Variance

Quantity	Variance
Over 1,000,000 lb.	1/2%
100,000 through 1,000,000 lb.	1%
Under 100,000 lb.	1-1/2%

If the requests for increases in sizes or weights of members are approved, measurement will be made on the sizes or weights shown on the plans.

Castings, bearing plates, anchor bolts, drains, deck plates, armor and finger joints, and other metal for which no separate measurement is specified will be included in the total quantity of structural steel.

The weights of rolled materials (such as structural shapes and plate) will be computed on the basis of nominal weights and dimensions using measurements shown on the plans. Deductions will not be made for material that is removed for copes, clips, planing, or weld preparation. The weight of castings will be computed from the dimensions shown on the approved shop drawings. Shoes will be measured by the weights shown on the plans.

Weight of high-strength fasteners will be based on Table 6. Weight of other metal will be based on Table 7.

Splices will be measured as follows:

- No additional weight will be allowed for weld metal in a welded splice.
- Where a bolted splice is permitted as an alternate for a welded splice, measurement will be made on the basis of a welded splice.
- Where a bolted splice is required, the weight of the splice material, bolt heads, washers, and nuts will be measured with no deduction for holes.

Table 6
Pay Weight for High-Strength Fasteners, Pounds per Hundred Units

Diameter	Item		
	Bolt heads	Nuts	Washers
3/4"	15	19	4.8
7/8"	23	30	7.0
1"	32	43	9.4
1-1/8"	45	59	11
1-1/4"	64	79	14

Table 7
Pay Weight for Metals

Material	Weight (lb./cu. in.)
Steel	0.2836
Cast iron	0.2604
Wrought iron	0.2777

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Structural Steel" of the type (Rolled Beam, Plate Girder, Tub Girder, Box Girder, Railroad Through-Girder, Railroad Deck-Girder, Miscellaneous Bridge, Miscellaneous Non-Bridge) specified. This price is full compensation for materials, fabrication, transportation, erection, paint, painting, galvanizing, equipment, tools, labor, and incidentals.

Item 445

Galvanizing



1. DESCRIPTION

Galvanize or repair galvanizing on metal items.

2. MATERIALS

Provide galvanized metal items that meet the standards in Table 1.

Table 1
Galvanizing Standards

Item	Standard
Fabricated items, rolled, pressed, or forged steel shapes, plates, pipes, tubular items, and bars	ASTM A123
Steel or iron castings	ASTM A153, Class A
Bolts, nuts, screws, washers, and other miscellaneous hardware	ASTM A153, Class C or D or ASTM B695, Class 50
Miscellaneous fasteners	ASTM B633, Class Fe/Zn 8
Rail elements for metal beam guard fence or bridge railing	AASHTO M 180
Permanent metal deck forms, supporting angles, and incidental items	ASTM A653, Coating Designation G165

3. CONSTRUCTION

- 3.1. **General.** Provide for proper filling, venting, and draining during cleaning and galvanizing if fabricated members or assemblies are required to be hot-dip galvanized. Provide drain holes or slots as required, except where prohibited by the plans. Provide a surface finish on the thermal-cut drain holes or slots in accordance with AWS D1.1 requirements for base metal preparation. Drain to the small end of tapered sections that are assembled using slip-joint splices. Ensure cleaning and galvanizing does not produce hydrogen embrittlement.

Remove weld flux, weld slag, and any other weld residue or impurities before galvanizing. Before galvanizing material 1/4 in. or greater in thickness:

- remove all sharp burrs, and
- chamfer to approximately 1/16 in. all edges.

- 3.2. **Painting Galvanized Materials.** Provide a paint system if painting is specified on galvanized materials in accordance with [DMS-8102](#), "Paint Systems for Galvanized Steel." Follow all manufacturer instructions for surface preparation and application including the following:

- 3.2.1. **Surface Preparation.** Do not water-quench or chromate-quench galvanized surfaces to be painted. Prepare the surface in accordance with ASTM D6386. Apply coating within 12 hr. of cleaning. Re-clean the surface if more than 12 hr. elapse before initial painting.
- 3.2.2. **Coating Application.** Ensure the coating is smooth, even, continuous, and free of drips, runs, sags, holidays, wrinkles, or other coating defects. Ensure the coating has a uniform appearance within all portions of the painted piece and all related pieces and components of a project. Ensure all repairs are smooth, even, and visually match the remainder of the coated piece by use of feathering and other appropriate techniques to avoid sharp transitions.

- 3.3. **Galvanizing Weldments.** If problems develop during galvanizing of welded material, the Engineer may require a compatibility test of the combined galvanizing and welding procedures in accordance with Section 441.3.2.6., "Testing of Galvanized Weldments," and may require modification of one or both of the galvanizing and welding procedures.
- 3.4. **Workmanship.**
- 3.4.1. **Coverage.** Bare spots no more than 1/8 in. across are acceptable unless numerous. Repair larger bare spots in accordance with Section 445.3.5., "Repairs." Local runs or drips of zinc coating are acceptable unless they interfere with the intended use of the product. Carefully remove plainly visible excessive zinc accumulations.
- 3.4.2. **Adhesion.** Tap the coated area with a small hammer to test coating adhesion. The coating is acceptable if it is not brittle and does not scale or flake.
- 3.4.3. **Appearance.**
- 3.4.3.1. **White Rust.** A white powdery residue indicates moisture. Remove heavy layers of white rust that have caused the coating to pit. Light coatings may remain unless the Engineer requires chemical removal. Remove white rust from articles that will be in direct contact with soil.
- 3.4.3.2. **Red Rust.** Red rust on galvanized items indicates uncoated areas. See Section 445.3.4.1., "Coverage," for acceptance criteria.
- 3.4.3.3. **Alligator Cracking or Spider Webbing.** The composition of the base metal may cause dark lines resembling alligator skin. See Section 445.3.4.2., "Adhesion," to determine whether the coating is acceptable.
- 3.4.3.4. **Dull Gray Coating.** The composition of the base metal can cause a dull gray color. See Section 445.3.4.2., "Adhesion," to determine whether the coating is acceptable.
- 3.4.4. **Coating Thickness.** Galvanize to the thickness specified. Use [Tex-728-I](#) to determine coating thickness.
- 3.5. **Repairs.** Use zinc-based solders, sprayed zinc, or zinc-rich paints for repairs in accordance with this Section.
- 3.5.1. **Materials.**
- 3.5.1.1. **Zinc-Based Solders.** Solders used in rod form or as powders:
 - zinc-tin-lead alloys with liquidus temperatures in the range of 446°F to 500°F or
 - zinc-cadmium alloys with liquidus temperatures in the range of 518°F to 527°F.
- 3.5.1.2. **Sprayed Zinc (Metallizing).** Zinc coating applied by spraying with droplets of molten metal using wire, ribbon, or powder processes.
- 3.5.1.3. **Organic Zinc-Rich Paints.** Zinc-rich paints based on organic binders that meet the requirements of [DMS-8103](#), "Galvanizing Repair Paints." The Department's MPL has a list of approved repair paints for galvanized coatings.
- 3.5.2. **Repair Processes.**
- 3.5.2.1. **Zinc-Based Solders.** Remove moisture, oil, grease, dirt, corrosion products, and welding slag or flux from surfaces to be repaired. Clean surface to white metal by wire-brushing, light grinding, or mild blasting extending into the surrounding undamaged galvanized coating. Preheat cleaned areas to at least 600°F, but not more than 750°F. Wire-brush while heating and evenly distribute a layer of zinc solder. Flush the repaired area with water or wipe with a damp cloth to remove flux residue when repair is completed.

- 3.5.2.2. **Sprayed Zinc (Metallizing).** Remove oil, grease, corrosion products, and any welding slag or flux from surfaces to be repaired, and ensure the surfaces are dry. Clean surface to white metal by wire-brushing, light grinding, or mild blasting extending into the surrounding undamaged galvanized coating. Apply coating by metal-spraying pistols fed with either zinc wire, ribbon, or powder. Provide a coating that is uniform and free of lumps, coarse areas, or loose particles.
- 3.5.2.3. **Organic Zinc-Rich Paints.** Remove oil, grease, corrosion products, and welding slag or flux from surfaces to be repaired, and ensure the surfaces are clean and dry. Clean surface to near-white metal by wire-brushing, light grinding, or mild blasting extending into the surrounding undamaged coating to provide a smooth repair. Spray or brush-apply the paint to the prepared area in accordance with the paint manufacturer's instructions to attain the required dry-film thickness. Provide multiple passes when using spray application.
- 3.6. **Repair Coating Thickness.** Measure thickness in the repaired area using [Tex-728-I](#) after completing repair and cooling or curing. The minimum thickness required is the same as that required for the specified galvanizing. However, if the repair uses zinc-rich paints, the minimum coating thickness is 50% higher than the specified galvanizing thickness but not greater than 4.0 mils.

4. MEASUREMENT AND PAYMENT

The work performed, materials furnished, equipment, labor, tools, and incidentals will not be measured or paid for directly but will be considered subsidiary to pertinent Items.

Item 449

Anchor Bolts



1. DESCRIPTION

Fabricate and install anchor bolts to be embedded in or attached to concrete. Anchor bolts are also referred as anchor rods.

2. MATERIALS

- 2.1. **Bolts and Nuts.** Provide bolts and nuts that meet the standards given in Table 1.

Table 1
Bolt and Nut Standards

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

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

Provide a mill test report or manufacturer's certification indicating the material conforms to these requirements. For alloy steel anchor bolts, provide a test report or certification attesting to the heat-treating process if applicable. If no specific bolt category is indicated on the plans, provide mild steel anchor bolts and nuts that meet the standards given in Table 1.

- 2.2. **Washers.** Use washers that meet ASTM F436.

- 2.3. **Threads.** Provide anchor bolts with rolled or cut threads of UNC or 8UN series in accordance with ASME B1.1. Anchor bolts 1-3/4 in. in diameter and larger must have UNC series threads. If bolts have rolled threads, ensure the diameter of the unthreaded portion of bolts with rolled threads is neither less than the minimum pitch diameter nor more than the maximum major diameter of the threads. If bolts have cut threads, ensure the diameter of the unthreaded portion is not less than the minimum major diameter of the threads. Ensure all threads for bolts and nuts have Class 2 fit tolerances in accordance with ASME B1.1.

3. CONSTRUCTION

- 3.1. **Fabrication.** Welded splicing of anchor bolts is not permitted.

Provide an anchorage device with each anchor bolt consisting of a standard bolt head, a threaded bolt with nuts, or, if shown on the plans, a 90° bend. Make the inside-bend diameter approximately 2 times the anchor bolt diameter, but at no point along the bend greater than 3 times the bolt diameter. Hot bending is permissible provided the temperature does not exceed 1,100°F.

If the anchor bolts will be installed in a template embedded in concrete, tack weld the anchorage nuts to the template in the shop. Perform this welding with appropriate jigs to ensure the anchor bolt is perpendicular to the template.

When embedded templates are not specified and nuts are welded to the end of anchor bolts for anchorage, weld only on the nut face at the unstressed end of the bolt. Ensure no welding, arc, or other potential notch-producing effects occur in the stressed portion of the bolt.

Shipping of the anchor bolt cage in its assembled condition is not required.

- 3.2. **Finish.** Galvanize in accordance with Item 445, "Galvanizing."
- 3.2.1. **Anchor Bolts Embedded in Concrete.** Galvanize the exposed end of the thread length plus a minimum of 6 in. unless otherwise shown on the plans.
- 3.2.2. **Anchor Bolts Extending Through Concrete.** Galvanize the complete length of the bolt.
- 3.2.3. **Nuts.** Galvanize exposed nuts. Galvanize the untapped blanks before cutting the threads.
- 3.2.4. **Washers.** Galvanize exposed washers.
- 3.3. **Installation.** Hold the anchor bolt and template assembly rigidly in position during concrete placement. Use wood templates or other positive means to ensure correct positioning of anchor bolts not requiring steel templates. Positioning devices may be tack welded to the steel templates but not to any portion of the anchor bolts.
- 3.3.1. **Anchor Bolt Thread Lubricant Coating.** Coat anchor bolt threads before installing nuts with an electrically conducting lubricant compound described in Section 449.3.3.2.1., "Definitions," for traffic signal poles, roadway illumination poles, high mast illumination poles, and overhead sign support structures. Coat anchor bolt threads for other structures with pipe joint compound or beeswax. After installing nuts, repair galvanizing damage on bolts, nuts, and washers in accordance with Section 445.3.5., "Repairs."
- 3.3.2. **Anchor Bolt Tightening Procedure.** Tighten anchor bolts for traffic signal poles, shoe base and concrete traffic barrier base roadway illumination poles, high mast illumination poles, and overhead sign support structures in accordance with this Section. This procedure covers the tightening of nuts on a double-nut anchor bolt system using anchor bolts with 55 ksi or 105 ksi minimum yield strength and UNC or 8UN thread series to secure structures to drilled shaft foundations.
- 3.3.2.1. **Definitions.** The following definitions apply to the anchor bolt tightening procedure:
- **Double-Nut Anchor Bolt System.** An anchor bolt with 2 nuts that sandwich the structure's base plate. The bottom nut is positioned under the base plate to level, support, and provide the reaction for the force applied by tightening the top nut positioned above the base plate.
 - **Electrically Conducting Lubricant.** A compound commonly used in the electrical industry to coat threads of field-cut rigid metal conduit and suitable for exposure to weather.
 - **Impact Tightening.** The tightening of nuts with a box end "slug" or "knocker" wrench and a sledgehammer. The wrench, matching the size of the nut to be tightened, is driven with the sledgehammer to rotate the nut.
 - **Static Tightening.** The tightening of nuts with a "spud" wrench and a pipe or extension handle. The wrench, matching the size of the nut to be tightened, may be turned with more than one worker to rotate the nut.
 - **Snug-Tight.** The condition when the nut is in full contact with the base plate. It may be assumed the full effort of a worker on a 12-in. wrench results in a snug-tight condition.
 - **Turn-of-the-Nut Method.** The tightening of top nuts to snug-tight condition then establishing reference positions by marking one flat on each nut with a corresponding reference mark on the base plate at each bolt. Each nut is then turned to the prescribed rotation from the referenced snug-tight position.
- 3.3.2.2. **Anchor Bolt Tightening.** Perform the following procedure:
- Coat the threads of the anchor bolts with electrically conducting lubricant.

- Install the bottom nuts on the bolts, 1 on each bolt.
- Level the top template (using it as a guide) by adjusting the bottom nuts so the template rests on each nut and the distance between the top of the concrete shaft and the bottom surface of the bottom nut is approximately 1/2 in.
- Remove the template.
- Coat the bearing surfaces of the bottom nuts and washers with electrically conducting lubricant.
- Install bottom washers on bolts, 1 on each bolt.
- Erect and plumb the structure as specified. Adjust the bottom nuts so each is bearing equally on the washer or base plate. The truss for cantilever overhead sign support structures and the mast arm for traffic signal poles must be removed during anchor bolt tightening.
- With the plumbed structure supported by a crane, coat the bearing surfaces of the top nuts and washers with electrically conducting lubricant. Install 1 washer and 1 top nut on each bolt. Turn the top nuts onto the bolts so each is hand-tight against the washer or base plate.
- Turn each bottom nut to a snug-tight condition using a wrench.
- Verify the structure is still plumb and still supported by the crane. Begin turn-of-the-nut method by turning each top nut down to the same snug-tight condition. Prevent rotation of the bottom leveling nut during all top nut tightening. Establish reference marks for turn-of-the-nut method once snug-tight condition is achieved, and then tighten the top nuts by turning each nut 1/12 turn (1/2 of a nut flat) past snug-tight using either static or impact tightening. Turn each top nut an additional 1/12 turn until each nut has been tightened 1/6 total turn past snug-tight.

4. MEASUREMENT AND PAYMENT

Top or bottom templates, washers, lock washers, nuts, lock nuts, and other devices used for installing anchor bolts are considered part of the anchor bolt assembly. All work performed, materials furnished, equipment, labor, tools, and incidentals will not be measured or paid for directly but will be subsidiary to pertinent Items.

Item 616

Performance Testing of Lighting Systems



1. DESCRIPTION

Test the performance of roadway and high mast lighting systems.

2. CONSTRUCTION

Perform tests on the lighting system and tests required by Item 618, "Conduit," Item 620, "Electrical Conductors," and Item 622, "Duct Cable." Ensure all components are properly installed.

Place the lighting system in operation for a 14-day test period. Burn the lighting system steadily for 48 hr. Then cycle the photocell or other control device for 12 days.

Pass a 14-day performance test of the lighting system.

Replace materials that are damaged or have failed before acceptance. Damaged illumination assemblies, except those damaged by the Contractor, and minor failures of lamps, ballasts, and photocells are not cause for modifying or restarting the performance test.

Replace failed or damaged existing lighting system components when caused by the Contractor.

The Department will relieve the Contractor of maintenance responsibilities upon passing a 14-day performance test of the lighting system and acceptance of the Contract.

3. MEASUREMENT AND PAYMENT

The work performed, materials furnished, equipment, labor, tools, and incidentals will not be measured or paid for directly but will be subsidiary to pertinent Items. The Department will pay for electrical energy consumed by the lighting system.

Item 618

Conduit



1. DESCRIPTION

Furnish and install conduit.

2. MATERIALS

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

- Item 400, "Excavation and Backfill for Structures"
- Item 476, "Jacking, Boring, or Tunneling Pipe or Box"

When specified on the plans, provide:

- rigid metal conduit (RMC);
- intermediate metal conduit (IMC);
- electrical metallic tubing (EMT);
- polyvinyl chloride (PVC) conduit;
- high density polyethylene (HDPE) conduit;
- liquidtight flexible metal conduit (LFMC); or
- liquidtight flexible nonmetallic conduit (LFNC).

Furnish conduit from new materials in accordance with [DMS-11030](#), "Conduit."

Provide prequalified conduit from the Department's MPL. When required by the Engineer, notify the Department in writing of selected materials from the MPL intended for use on each project.

Provide other types of conduit not on the MPL that comply with the details shown on the plans and the NEC. Fabricate fittings such as junction boxes and expansion joints from a material similar to the connecting conduit, unless otherwise shown on the plans. Use watertight fittings. Do not use set screw and pressure-cast fittings. Steel compression fittings are permissible. When using HDPE conduit, provide fittings that are UL-listed as electrical conduit connectors or thermally fused using an electrically heated wound wire resistance welding method.

Use red 3-in. 4-mil polyethylene underground warning tape that continuously states "Caution Buried Electrical Line Below."

3. CONSTRUCTION

Perform work in accordance with the details shown on the plans and the requirements of this Item.

Use established industry and utility safety practices when installing conduit located near underground utilities. Consult with the appropriate utility company before beginning work.

Install conduit a minimum of 18 in. deep below finished grade unless otherwise shown on the plans. Meet the requirements of the NEC when installing conduit. Secure and support conduit placed for concrete encasement in such a manner that the alignment will not be disturbed during placement of the concrete. Cap ends of conduit and close box openings before concrete is placed.

Ream conduit to remove burrs and sharp edges. Use a standard conduit cutting die with a 3/4-in. taper per foot when conduit is threaded in the field. Fasten conduit placed on structures with conduit straps or hangers as shown on the plans or as directed. Fasten conduit within 3 ft. of each box or fitting and at other locations shown on the plans or as directed. Use metal conduit clamps that are galvanized malleable or stainless steel unless otherwise shown on the plans. Use 2-hole type clamps for 2-in. diameter or larger conduit.

Fit PVC and HDPE conduit terminations with bushings or bell ends. Fit metal conduit terminations with a grounding type bushing, except conduit used for duct cable casing that does not terminate in a ground box and is not exposed at any point. Conduit terminating in threaded bossed fittings does not need a bushing. Before installation of conductors or final acceptance, pull a properly sized mandrel or piston through the conduit to ensure that it is free from obstruction. Cap or plug empty conduit placed for future use.

Perform trench excavation and backfilling as shown on the plans or as directed, and in accordance with Item 400, "Excavation and Backfill for Structures." Excavation and backfilling will be subsidiary to the installation of the conduit.

Jack and bore as shown on the plans or as directed, and in accordance with Item 476, "Jacking, Boring, or Tunneling Pipe or Box."

Place warning tape approximately 10 in. above trenched conduit. Where existing surfacing is removed for placing conduit, repair by backfilling with material equal in composition and density to the surrounding areas and by replacing any removed surfacing, such as asphalt pavement or concrete riprap, with like material to equivalent condition. Mark conduit locations as directed.

4. MEASUREMENT

This Item will be measured by the foot of conduit.

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Conduit" of the type and size specified and the installation method specified as applicable. This price is full compensation for furnishing and installing conduit; hanging, strapping, jacking, boring, tunneling, trenching, and furnishing and placing backfill; encasing in steel or concrete; replacing pavement structure, sod, riprap, curbs, or other surface; marking location of conduit (when required); furnishing and installing fittings, junction boxes, and expansion joints; and materials, equipment, labor, tools, and incidentals.

Flexible conduit will not be paid for directly but will be subsidiary to pertinent Items. Unless otherwise shown on the plans, no payment will be allowed under this Item for conduit used on electrical services or in foundations.

Item 620

Electrical Conductors



1. DESCRIPTION

Furnish and install electrical conductors, except conductors specifically covered by other Items.

2. MATERIALS

Provide new materials that comply with the details shown on the plans and the requirements of this Item. Use stranded insulated conductors that are rated for 600 volts; approved for wet locations; and marked in accordance with UL, NEC, and CSA requirements. Furnish electrical conductors in accordance with [DMS-11040](#), "Electrical Conductors."

Provide prequalified electrical conductors from the Department's MPL. When required by the Engineer, notify the Department in writing of selected materials from the MPL intended for use on each project.

Ensure all grounding conductors size 8 AWG and larger are stranded, except for the grounding electrode conductor at the electrical service, which will be a solid conductor.

Use white insulation for grounded (neutral) conductors, except grounded conductors size 4 AWG 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 insulated grounding conductors are green except insulated grounding conductors size 4 AWG 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.

3. CONSTRUCTION

Perform work in accordance with the details shown on the plans and the requirements of this Item.

Splice conductors only in junction boxes, ground boxes, and transformer bases, and in poles and structures at the handholes. Splice as shown on the plans. Do not exceed the manufacturer's recommended pulling tension. Use lubricant as recommended by the manufacturer. Install conductors in accordance with the NEC.

Make insulation resistance tests on the conductors before making final connections, and ensure each continuous run of insulated conductor has a minimum DC resistance of 5 megohms when tested at 1,000 volts DC. The Engineer may require verification testing of all or part of the conductor system. The Engineer will witness these verification tests. Replace conductors exhibiting an insulation resistance of less than 5 megohms at no additional cost to the Department.

4. MEASUREMENT

This Item will be measured by the foot of each single conductor.

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Electrical Conductors" of the types and sizes specified. This price is full compensation for furnishing, installing, and testing electrical conductors; furnishing and installing breakaway connectors; and for materials, equipment, labor, tools, and incidentals, except:

- conductors used in connecting the components of electrical services will be paid for under Item 628, "Electrical Services";
- conductors inside roadway illumination assemblies will be paid for under Item 610, "Roadway Illumination Assemblies";
- conductors inside of traffic signal pole assemblies will be paid for under this Item; and
- conductors used for internal wiring of equipment will not be paid for directly but will be subsidiary to pertinent Items.

Special Specification 6290

Galvanized Iron Pipe



1. DESCRIPTION

Fabricate, furnish and install galvanized iron pipe (GIP).

2. MATERIALS

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

- Item 441, "Steel Structures"
- Item 442, "Metal for Structures"
- Item 445, "Galvanizing"
- Item 447, "Structural Bolting"

Furnish and install metal in accordance with Item 441, "Steel Structures" and Item 442, "Metal for Structures."

Use fasteners that meet Item 447, "Structural Bolting" with grades as indicated per plans.

Hot dipped galvanized steel shall be used for pipe, bolts, nuts, washers, lock washers, screws, fittings, couplers, expansion joints, hanger, and other assembly hardware.

Use Standard Pipe (SCH 40) for GIP and Carbon Steel for pipe hangers.

Use watertight coupler fittings. Do not use set screw and pressure-cast fittings. Steel compression fittings are permissible.

3. CONSTRUCTION

Perform work in accordance with the details shown on the plans, NEC and the requirements of this Item.

- 3.1. **Fabrication.** Fabricate hanger supports in accordance with Item 441, "Steel Structures." Ensure all components fit properly.

Verify the length of each GIP before fabrication to meet field conditions.

Hot-dip galvanize fabricated parts in accordance with Item 445, "Galvanizing." Punch or drill any holes in steel parts or members before galvanizing. Repair galvanizing for any steel part or member damaged during assembly, transit, erection; or for any steel part or member welded, when permitted, after galvanizing. Perform all galvanizing repairs in accordance with Section 445.3.5., "Repairs."

Precast Concrete Panel (PCP) shall be cast with PVC inserts secured to rebar in such a manner that the alignment will not be disturbed during concrete placement.

Submit PDF hanger shop drawings and coupler data sheets to be approved by the Engineer.

- 3.2. **Installation.** Locate hanger locations in accordance with the constraints as shown in the plans. Field adjustments shall be made only as approved by the Engineer.

Remove and replace GIP damaged during installation at the Contractor's expense.

Use a standard conduit cutting die with a 3/4-in. taper per foot when pipe is threaded in the field. Fasten pipe placed on structures with hangers as shown on the plans.

Field drilling PCP shall be only as approved by the Engineer and will require x-raying the PCP to locate the pre-stressing strands.

4. MEASUREMENT

This Item will be measured by the foot of GIP.

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Galvanized Iron Pipe" of the type and size specified and the installation method specified as applicable. This price is full compensation for furnishing and installing GIP; hanging, strapping, furnishing and installing fittings, hangers, PCP inserts, PCP modifications and expansion couplings; and materials, equipment, labor, tools, and incidentals.

Special Specification 6363

LED Roadway Illumination Assembly

1. DESCRIPTION

Furnish, fabricate, and install roadway illumination assemblies with light-emitting diode (LED) lamp modules. An LED roadway illumination assembly is the complete assembly of the light fixture, LED light source, lens, pole, power supplies, components and mounting and other hardware constituting a complete and structurally sound lighting unit.

2. MATERIALS

Use new materials conforming to the details shown in the plans and the pertinent requirements of the following Standard Specification Items:

- Item 416, "Drilled Shaft Foundations,"
- Item 421, "Hydraulic Cement Concrete,"
- Item 441, "Steel Structures,"
- Item 442, "Metal for Structures,"
- Item 445, "Galvanizing,"
- Item 449, "Anchor Bolts,"
- Item 616, "Performance Testing of Lighting Systems,"
- Item 618, "Conduit," and
- Item 620, "Electrical Conductors."

2.1. **Submittals.** Furnish 2 sets of submittals of the illumination assemblies with luminaires, poles, bases, and all mounting hardware to the Engineer at the project address. Do not purchase materials or begin work before these submittals are approved.

2.2. **Poles.** Fabrication plants that produce roadway illumination poles, including luminaire arms, must be approved in accordance with DMS-7380, "Steel Non-Bridge Member Fabrication Plant Qualification" Or by engineer. This includes fabricators of aluminum roadway illumination poles and luminaire arms. The Materials and Tests Division maintains a list of approved fabrication plants of roadway illumination poles.

Do not provide shop drawings for complete assemblies that are fabricated in accordance with this Specification and the details shown on the plans. Electronically submit shop drawings in accordance with Item 441, "Steel Structures," for optional multi-sided steel pole designs; optional aluminum pole designs; and non-standard designs, required when basic wind speeds or pole base mounting heights at the installation locations are in excess of those shown on the Roadway Illumination Pole (RIP) standard. Manufacturers may request that the Department add their submitted shop drawings and design calculations to a pre-approved list of optional and non-standard pole designs, maintained by the Traffic Safety Division.

Hot-dip galvanize fabricated pole sections and associated parts in accordance with Item 445, "Galvanizing." Punch or drill holes in steel parts or members, when allowed, before galvanizing.

When shown on the plans, paint poles in accordance with the plans for uncoated structures and in accordance with Item 445, "Galvanizing" for galvanized structures.

2.3. **LED Luminaires:**

- 2.3.1. **General Requirements.** Provide an LED style luminaire with the mounting type, pole, base, mast arm length, and mounting height as detailed in the plans.
- 2.3.2. **Type II.**
- 2.3.2.1. Approved equivalent according to the following specifications:
- Power factor is not less than 90%. Luminaire consumes 0.0 watts in the off state. All motion sensors utilized consume 0.0 watts in the off state. The unit shall have the ability to accommodate security camera feature.
 - Watts: 50
 - Lumens: 190/watt
 - Lighting Period: 10-12 Hours
 - Operation Modes: Programmable with varying power output
 - LED: 50,000 Lifespan
 - IP65 Rated
 - Warranty: 5 Year
- 2.4. **Performance Requirements.** Photometric data must be certified by manufacturer's laboratory with a current accreditation under the National Voluntary Laboratory Accreditation Program for Energy Efficient Lighting Products. Provide photometric data (in .ies format) for luminaires at specified color temperature and operating at 25°C ambient temperature. Ensure the fixture will be IESNA cutoff or better.
- 2.5. **Warranty.** The manufacturer will replace failed luminaires, when non-operable due to defect in material or workmanship, within five years of installation with a luminaire that meets all specifications, delivered to the project location. Photocells (if used) are subject to the warranties of their respective manufacturers.

3. CONSTRUCTION

Perform work in accordance with the details shown on the plans in accordance with the manufacturers' requirements and the requirements of this Item. Permanently mark roadway illumination pole base plates, at a visible location when erected, with the fabrication plant's insignia or trademark.

Use established industry and utility safety practices when installing poles or luminaires located near overhead or underground utilities. Consult with the appropriate utility company before beginning work.

Prevent scarring or marring of poles, luminaire arms, and luminaires. Replace damaged components. Repair damaged galvanizing in accordance with Section 445.3.5., "Repairs." Repair damaged painted areas of a roadway illumination assembly in accordance with Item 441, "Steel Structures" or Item 445, "Galvanizing."

Stake, install and align each illumination assembly as shown on the plans. The Department may shift a luminaire's location, if necessary, to secure a more desirable location or to avoid conflict with utilities.

Construct foundations for roadway illumination assemblies in accordance with Item 416, "Drilled Shaft Foundations," and the details shown on the plans.

Furnish and install illumination assembly components in accordance with the details, dimensions, and requirements shown on the plans. Do not use screw-in type foundations. Install anchor bolts and coat anchor bolt threads in accordance with Item 449, "Anchor Bolts." Erect structures after foundation concrete has attained its design strength as required on the plans and Item 421, "Hydraulic Cement Concrete." Tighten anchor bolts for poles with shoe bases in accordance with Item 449, "Anchor Bolts." Do not place grout between base plate and foundation. Test installed roadway illumination assemblies in accordance with Item 616, "Performance Testing of Lighting Systems."

4. MEASUREMENT

This Item will be measured as each LED Roadway Illumination Assembly installed.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Install LED Roadway Illumination Assemblies" of the type specified.

This price is full compensation for furnishing, installing, and testing LED luminaires; furnishing and installing lamps, luminaire arms, brackets, poles, anchor bolt assemblies, templates, internal conductors, and connections; conducting system performance testing; and materials, equipment, labor, tools, and incidentals.

New drilled shaft foundations will be paid for under Item 416, "Drilled Shaft Foundations." New concrete riprap placed around foundations will be paid for under Item 432, "Riprap." New conduit will be paid for under Item 618, "Conduit." New conductors, except the conductors internal to the pole, will be paid for under Item 620, "Electrical Conductors." New duct cable will be paid for under Item 622, "Duct Cable." New ground boxes will be paid for under Item 624, "Ground Boxes." New electrical services will be paid for under Item 628, "Electrical Services."

“Solar Lights Project(s) in Precinct 1, commencing with Monte Alto, & Other Unincorporated Townships with a minimum population of 700 residents, Parks & Other Designated County Owned Properties”

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

- G-1 The following State, District, Local and/or Utility Standards have been modified: _as shown on specification and requirements page.
- G-2 Contact the Engineer or the City when construction operations are within 400 feet of a signalized intersection to determine/verify the location of loop detectors, conduit, ground-boxes, etc. Repair or replace any signal equipment damaged by construction operations. The method of repair or replacement shall be pre-approved and inspected. Depending on the type and extent of the damage, the Engineer reserves the right to perform the repair or replacement work and the Contractor will be billed for this work.
- G-3 Remove existing raised pavement markings as the work progresses or as approved. This work is subsidiary to the various bid items. Properly dispose materials removed.
- G-4 To better fit field conditions, the cross sections may be varied when approved.
- G-5 If there are waste areas or material source areas, follow the Texas Aggregate Quarry and Pit Safety Act requirements.
- G-6 Any materials removed and not reused and determined to be salvageable shall be stored within the project limits at an approved location or delivered undamaged to the storage yard as directed. Properly dispose unsalvageable materials in accordance with local, state, and federal regulations. Deface traffic signs so that they will not reappear in public as signs.
- G-7 Any sign panels that are adjusted or removed and replaced, shall be done the same workday unless otherwise approved. This work shall be considered subsidiary to Item 502.
- G-8 Notify the Engineer at least two weeks prior to a proposed traffic pattern change(s) that will require a revision to traffic signals.
- G-9 Locate and reference all manholes and valves within the construction area with station and offset. Each manhole and valve shall be identified by its owner. No roadwork will begin until this list has been submitted. All valves and manhole covers have to be accessible at all times, therefore; temp. CTB, material stock piles, etc. cannot be placed over these valves or covers.
- G-10 Adjust or construct all manholes and valves to final pavement elevations prior to the final mat of ACP. If, between the final elevation adjustment and the final mat of ACP, the manholes and valves are going to be exposed to traffic, place temporary asphalt around the manhole and valve to provide a +/- 50:1 taper. The cost of elevation adjustment will be part of the manhole and valve work, and asphalt tapers are part of the ACP work.
- G-11 Hurricane Evacuation

“Solar Lights Project(s) in Precinct 1, commencing with Monte Alto, & Other Unincorporated Townships with a minimum population of 700 residents, Parks & Other Designated County Owned Properties”

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

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

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

- G-12 The Contractor should be aware that the "City Public Service" (CPS) will be consulted by the Engineer in matters concerning the execution of the work, materials and testing related to the CPS work. As such; a CPS employee may be observing the construction and related operations as they progress.
- G-13 If a sanitary sewer overflow (SSO) occurs:
1. Attempt to eliminate the source of the SSO.
 2. Contain sewage from the SSO to the extent possible to prevent contamination of waterways.
 3. Call SAWS at (210) 233-2015.
- G-14 The Contractor should be aware that the Utility Owner(s) will be consulted by the Engineer in matters concerning the execution of the joint bid Water and/or Sanitary work. This may include reviewing material submittals and testing related to this work, as well as inspection and observation of the actual work.
- G-15 Contractor shall submit locate request for utilities and coordinate with engineer for placement of proposed improvements.
- Item 5--**
- 5-1 Reference all existing striping and other pavement markings to allow these markings to be re-established. Ensure the markings (lane lines, edge lines, ramp gores, etc.) are in line with signs, TMS arrows, etc. located on overhead sign supports.
- 5-2 Taper ACP placed at curb inlets, traffic inlets and slotted drains.
- 5-3 When a bridge deck is milled, seal coated and overlaid, remove excess material. Do not just broom to the sides of the bridge, under guardrail, etc. Cover or protect all sealed expansion joints and rails on bridges and all railroad tracks encountered as approved. Clean all of these features if they weren't properly protected. This work is subsidiary work to applicable bid items.

“Solar Lights Project(s) in Precinct 1, commencing with Monte Alto, & Other Unincorporated Townships with a minimum population of 700 residents, Parks & Other Designated County Owned Properties”

5-4A. Prior to letting, bidders may obtain a free computer diskette or a computerized transfer of files (from the Engineer's office) that contains the earthwork information if applicable. If copies of the cross-sections in addition to, or instead of, the CD are requested, they will be available at the Engineer's office for borrowing by copying companies at the bidder's expense.

OR

5-4B. The earthwork information was not developed with computers; therefore, a CD can not be provided. Prior to letting, earthwork cross-sections will be available at the Engineer's office for review by the bidder or for borrowing by copying companies to make copies at the bidder's expense.

5-5 When working near aerial electrical lines or utility poles, comply with Federal, State and local regulations. A horizontal boom or equivalent equipment is required for construction in the vicinity of the Energy electric lines in order to provide vertical clearance of equipment during construction.

5-6 Prevention of Migratory Bird Nesting

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

Structures

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

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

“Solar Lights Project(s) in Precinct 1, commencing with Monte Alto, & Other Unincorporated Townships with a minimum population of 700 residents, Parks & Other Designated County Owned Properties”

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

5-7 Provide a non-intrusive back-up alarm system on all heavy equipment used in close proximity to residential areas. This item is subsidiary to various bid items.

--Item 6--

6-1 Show the stockpile lot and/or sub lot numbers on all tickets for all materials.

6-2 Steel Wrapped or Asbestos Utility Lines:

Existing steel wrapped natural gas and/or asbestos cement (AC) water lines that will no longer be in service are usually abandoned in place (AIP). However, if any of these lines have to be removed for whatever reason (in the way of other construction, to make tie-ins, etc.), comply with Item 6.

If removal of AC water lines is included in the construction contract, then notify the Engineer of proposed dates of removal of the AC water lines in accordance to Item 6. Excavate to the top of the AC water line to allow a separate contractor hired by the State to remove the AC water line. The excavation for the AC water line removal is subsidiary to the work that created the need for the removal (excavation for structures, roadway, a new line, tie-ins, etc.).

--Item 7--

7-1 The project's total disturbed area is less 1 acre. The disturbed area in all project locations and Contractor project specific locations (PSL's), within 1/4 mile of the project limits, will further establish the authorization requirements for storm water discharges. The department will obtain an authorization to discharge storm water from the Texas Commission on Environmental Quality (TCEQ) for the construction activities shown on the plans. Obtain any required authorization from the TCEQ for any PSL's on or off the ROW. When the total area disturbed on the project and PSL's within 1/4 mile of the project exceeds 5 acres, provide a copy of the Contractor NOI for PSL's to the Engineer (to the appropriate MS4 operator when the project is on an off-state system route).

OR

7-2 The total disturbed areas within the project is anticipated at less than one (1) acre. Due to this type of construction, the project qualifies for exclusion under the Construction General Permit (CGP) issued by the Texas Commission on Environmental Quality (TCEQ). However; should the sum of the Engineer's anticipated disturbances and the Contractor's (On ROW and off ROW) PSL's equal or exceed the one (1) acre threshold; both TxDOT and the Contractor have project responsibilities under the CGP that reverts to non-exclusion status. Obtain approval for all non-depicted areas of disturbance that increases the initial soil and vegetation disturbed area estimates before work starts at these locations.

“Solar Lights Project(s) in Precinct 1, commencing with Monte Alto, & Other Unincorporated Townships with a minimum population of 700 residents, Parks & Other Designated County Owned Properties”

7-3 Notify the Engineer of the disturbed acreage within one (1) mile of the project limits. Obtain authorization from the TCEQ for Contractor PSL’s for construction support activities on or off ROW.

7-4

7-5 No significant traffic generators events identified.

OR

Roadway closures during the following key dates and/or special event are prohibited. See the TCP Narrative for these dates.

--Item 8--

8-1 Working days will be computed and charged in accordance with Article 8.3.1.____: _5___-Day work week.

8-1A The Start Work Date is _____ as provided by owner _____.

8-2A

8-5 Create and maintain a _2 week__work_____ schedule.

8-5A The CPM schedule shall be created and maintained using software fully compatible with version 6.1 of Primavera Project Planner or SureTrak Project Scheduler or as acceptable.

8-5B Provide a Project Schedule Summary Report.

8-6 A lane closure assessment fee will be assessed as per the “Lane Closure Assessment Fee Table” in the plans.

--Item 9--

9-1 When approved, provide uniformed, off-duty law enforcement officers with marked vehicles during work that requires a lane closure. The officer in marked vehicles shall be located as approved to monitor or direct traffic during the closure. The method used to direct traffic at signalized intersections shall be as approved. Additional officers and vehicles may be provided when approved or directed.

Complete the daily tracking form provided by the department and submit invoices that agree with the tracking form for payment at the end of each month approved services were provided.

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

All law enforcement personnel used in Work Zone Traffic Control shall be trained for performing duties in work zones and are required to take “Safe and Effective Use of Law

“Solar Lights Project(s) in Precinct 1, commencing with Monte Alto, & Other Unincorporated Townships with a minimum population of 700 residents, Parks & Other Designated County Owned Properties”

Enforcement Personnel in Work Zones” (Course #133119) which can be found online at the following site: www.nhi.fhwa.dot.gov

Certificates of completion should be available to all who finish the course. These should be kept by the officers in order to substantiate completion when reporting to the work site.

--Item 100--

100-1 Begin clearing operations after trees and other areas of vegetation to be protected have been identified and approved. Install fencing around features to be protected as shown in the plans or directed. Coordinate all right of way clearing operations with the SW3P.

100-2 Trim and remove brush and trees as needed for construction operations. Obtain approval for proposed method of tree and brush trimming and removal. Vertical flailing equipment is not allowed. Treat damaged or cut branches, roots and/or stumps of all oak trees with a commercial tree wound dressing. Disinfect all pruning tools with a solution of 70% alcohol before moving from one tree to another. Unless otherwise approved remove all resulting vegetative debris from the ROW within 24 hours. The Engineer can stop all construction operations if the dressing, cut and removal requirements are not followed.

--Item 110--

110-1 Where excavation extends beyond a right of way fence, remove and replace the fence to a comparable condition. This work shall be considered subsidiary to the bid item.

--Item 132--

132-1 At no time shall the retaining wall backfill material exceed the adjacent embankment operation by more than one embankment lift. At no time will the embankment adjacent to the retaining wall backfill exceed the wall backfill by any elevation.

--Item 160--

160-1 Approximately _____ CY of existing topsoil may be windrowed or stockpiled (as approved) for later use under this Item. Place erosion control measures for the stockpile and/or windrow.

--Item 161--

161-1 Approximately _____ CY of existing topsoil may be salvaged and windrowed or stockpiled (as approved) for later use as Compost Manufactured Topsoil (CMT). Place erosion control measures for the stockpile and/or windrow.

--Item 162--

162-1 Furnish and place _____ grass sod.

--Item 164--

164-1 Drill seeding of permanent grasses requires the use of approved grass seeding equipment capable of properly storing and metering the release of small seeds (such as Bermuda grass) separately

“Solar Lights Project(s) in Precinct 1, commencing with Monte Alto, & Other Unincorporated Townships with a minimum population of 700 residents, Parks & Other Designated County Owned Properties”

from fluffy type seeds (such as bluestems). Equipment manufactured for planting grain crops is acceptable for planting temporary cool season seeds, but not for planting the permanent seed mix.

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

--Item 166--

166-1 Use a fertilizer with an analysis of 13-13-13 (50% of the total N must be sulfur coated urea) to apply 60 lbs of actual N per acre. This requires 460 lbs of 13-13-13 per acre or .095 lbs per SY of area.

--Item 168--

168-1 Apply vegetative watering as needed to supplement natural rainfall during the vegetation establishment period. Plan quantity of irrigation water is based on the application of a total of 1.3 gal of water each week for each sq. yd. of area that is sodded or seeded. Establishment time is estimated to be 12 weeks for both sod and permanent seed mixes. Temporary seeding will require less time for establishment. Provide a schedule and coordinate watering cycles and rates per cycle with the Engineer. Obtain approval if the quantity of water to be applied is expected to exceed the plan quantity. Adjust the amount of water applied with each cycle and the number of cycles each wk. according to actual site conditions. Drought or other conditions, as determined by the Engineer, may require the application of supplemental irrigation during hours other than normal working hours.

--Item 247--

247-1 There is no minimum PI requirement for this project.

--Item 275--

275-1 The Engineer will designate a target cement content and optimum moisture content necessary to produce a stabilized mixture that meets the strength requirements and moisture susceptibility requirements shown in Table 1. The Contractor shall furnish the Engineer with representative samples of the materials to be used in production of the cement treated base.

Table 1
Requirements for Cement Treatment

Description	Minimum	Maximum
Cement Content (by dry weight of base)	2%	5%
7-Day Unconfined Compressive Strength (min.) ¹	Tex-120-E, Part I	150 psi
Retained Strength after Moisture Conditioning (min.)	Tex-120-E, Part I (10 day capillary soak)	80% of 7—Day Unconfined Compressive Strength

Microcracking will be required in accordance with Item 275.4.7.

“Solar Lights Project(s) in Precinct 1, commencing with Monte Alto, & Other Unincorporated Townships with a minimum population of 700 residents, Parks & Other Designated County Owned Properties”

--Item 302--

302-1 Previously tested aggregates found to contain excessive quantities of dust (more than 0.5 percent passing the No. 40 sieve) during precoating, stockpiling or hauling operations, may be rejected. Use Test Method Tex-200-F, Part I for testing.

302-2 Precoated Aggregate Type PE shall consist of crushed slag, crushed stone or natural limestone rock asphalt.

302-3 The Engineer will utilize the Ignition Oven Method (Tex 236-F) for aggregate gradation, with the option of utilizing belt or vacuum extraction gradation in the event the ignition oven malfunctions.

--Item 305--

305-1 All reclaimable asphalt pavement (RAP) material will remain the property of the State and shall be stockpiled at _____.

OR

All reclaimable asphalt pavement (RAP) material will be retained by the Contractor.

--Item 314--

314-1 Use emulsified asphalt in the final flexible base finishing process. The amount used shall be as approved, but not less than 2 percent of the total mixture.

--Item 316--

316-1A. When using latex asphalt, avoid drifting of asphalt onto traffic and adjacent properties.

316-1B. Asphalt season will be year around, but meet sections 316.4.4.1 through 4.4.3.

316-2 Ensure that the asphalt for precoating the aggregate and the asphalt used for the surface treatment will not result in a reaction that may adversely affect the bonding of the aggregate and asphalt during the surface treatment operation.

Do not add bag house fines in the production of precoated material.

316-3 Clean all concrete curbs, islands, medians, etc. that get coated with asphalt.

--Item 320--

320-1 Construct all longitudinal ACP joints adjacent to a travel lane with a joint maker device that will create a 3:1 to 6:1 taper. For placement of 2 inches or more, the device shall provide a maximum ½ inch vertical edge. Taper outside edges (next to the grass) or backfill (shoulder-up) the same day.

320-2 Provide a material transfer device capable of providing a continuous flow of material to the paver. The material transfer device will consist of a windrow elevator or better.

“Solar Lights Project(s) in Precinct 1, commencing with Monte Alto, & Other Unincorporated Townships with a minimum population of 700 residents, Parks & Other Designated County Owned Properties”

320-3 When placing Item 346 mixtures, Use a self-propelled wheel mounted MTV capable of receiving mix from the haul trucks, separate from the paver. It shall have a minimum storage capacity of approximately 25 tons. It shall be equipped with a pivoting discharge conveyor and shall completely and thoroughly remix the material prior to placement. The effectiveness of the MTV’s remixing ability is subject to the approval of the Engineer. In addition, the paver shall have a surge storage insert with a minimum capacity of 20 tons.

--Item 330--

330-1 The asphalt plant shall have truck scales as defined in Item 520. Give three weight tickets bearing the date, the truck number, and the gross, net & tare weights to the truck driver, for the State inspector at the spreading and finishing operation. Trucks may be required to weigh on public scales or portable platform scales to verify the weight of the ticket.

330-2 Use trap rock or crushed slag as the special aggregate for LRA.

330-3 If LRA is stockpiled where it might get contaminated with foreign materials, the bottom of the stockpile can not be used. A set of standard truck scales will be used to determine the quantity of contaminated material that will be deducted. Unless approved, do not stockpile LRA more than 10 days prior to lay-down operations.

330-4 The fluxing material shall be either an emulsified combination of asphalt and softening agent added individually (the softening agent may also be an emulsion), or a material meeting the requirements of Item “Asphalt’s, Oils and Emulsions”. The material(s) selected shall be approved.

--Item 340, 341, 342, 344, 346, 347, & 348--

1. Table 10, in Item 340, Table 10 in Item 341 and Table 11 in Item 344, Hamburg Wheel Test Requirements tested in accordance with Tex-242-F are changed for PG 64-22 or lower and PG 70-22. Minimum number of passes at 1/2” Rut Depth, Tested at 122 degrees F will be 5,000 and 10,000 respectively.
2. Design all mixture types using a target laboratory-molded density of 96.5%, when the Texas Gyrator Compactor is utilized. Increase the target laboratory-molded density to 97.0% or 97.5% at the Contractor’s discretion. When utilizing SGC, design all mixture types at 50 gyrations (N-Design) and a target laboratory-molded density of 96.0%, but may be reduced to no less than 35 gyrations at the Contractor’s discretion.
3. The asphalt plant shall have truck scales as defined in Item 520. Give three weight tickets bearing the date, the truck number, the gross, net & tare weights to the truck driver for the State inspector at the spreading and finishing operation. Trucks may be required to weigh on public scales or portable platform scales to verify the weight of the ticket.
4. Submit a copy of the Tex 233-F production charts on a weekly basis. At the end of the ACP work, provide all originals.

“Solar Lights Project(s) in Precinct 1, commencing with Monte Alto, & Other Unincorporated Townships with a minimum population of 700 residents, Parks & Other Designated County Owned Properties”

5. Crushing of aggregate for hot mix and immediate use for production of the mix is not allowed. Stockpile the aggregate until enough material is available for five days of production unless prior approval is provided. Hold a pre-placement meeting one month prior to the placement of the hot mix.
6. The main purpose of hot mix cores taken by the State are for payment calculations. If (for quality control purposes) the core information is needed sooner, take additional cores.
7. Do not use diesel or solvents as asphalt release agents in production, transportation, or construction. A list of approved asphalt release agents is available from the District Laboratory.
8. No more than one hot mix lot will be open for any specific type of hot mix, unless authorized. After a lot is open and the Contractor gets approval to change plants, the previous lot will be closed and a new lot will be opened. The numbering for the lots produced at the new plant will start with No. 1. If allowed to switch back to the original or previous plant, the next lot from that plant will resume numbering sequentially from the last lot produced by that plant.
9. Schedule lay-down placement where uneven travel lanes are minimized and eliminated weekly.
10. If asphalt material is obtained from other than a commercial source presently inspected by TxDOT, furnish a Type D structure for the asphalt mix control laboratory for the Engineer's use. Provide a minimum height of 8 feet and a minimum of 400 square feet of gross floor area for permanently located asphalt plants or 200 square feet for a temporary plant. The floor area will be partitioned into a minimum of two rooms, with a minimum of two windows per room. The floor shall have an impervious cover and sufficient strength to support the testing equipment. Portable structures shall be support blocked for stability and shall be tied down.
11. The use of Recycled Asphalt Shingles (RAS) will not be allowed on the final riding surface.
12. When placing item 346 mixtures, utilize a material transfer vehicle as defined in the plans for item 320.

Minimum Roadway Placement Temperature

--Item 340, 341, & 344--

1. Place mixture when the roadway surface temperature is equal to or higher than listed in Table 1 unless otherwise approved or shown on the plans. Measure the roadway surface temperature with a hand-held thermal camera or infrared thermometer. Placement may be allowed to begin prior to the roadway surface reaching the required temperature if conditions are such that the roadway surface will reach the required temperature within 2 hrs. of beginning placement operations. Place mixtures only when weather and moisture conditions of the roadway surface are suitable in the opinion of the Engineer. The Engineer may restrict the Contractor from paving if the ambient temperature is likely to drop below 32°F within 12 hr. of paving.

Table 1
Minimum Pavement Surface Temperatures

“Solar Lights Project(s) in Precinct 1, commencing with Monte Alto, & Other Unincorporated Townships with a minimum population of 700 residents, Parks & Other Designated County Owned Properties”

Specification Item Number	High Temperature Binder Grade	Minimum Pavement Surface Temperatures in Degrees Fahrenheit *	
		Subsurface Layers or Night Paving Operations	Surface Layers Placed in Daylight Operations
340, 341, & 344	PG 64	45	50
	PG 70	55	60
	PG 76	60	60

* Except for PG 64, may pave at temperatures 10° F lower than the values shown in Table 1 when utilizing a Material Transfer Vehicle that is capable of providing a remixing, and continuous flow of material from the haul truck to the paver, such as a Roadtec SM-2500e/ex, that eliminates thermal segregation. In these cases, use either an infrared bar attached to the paver, or a hand held thermal camera or infrared thermometer, or a hand held infrared thermometer operated in accordance with Text Method 244-F to demonstrate that the uncompacted mat has no more than 10° F of thermal segregation.

Substitute Binder

--Item 340, 341 & 344--

The Contractor may use a substitute PG binder listed below in Table 1 instead of the PG binder originally specified in Table 5 of the Standard Specification, if the substitute PG binder and mixture made with the substitute PG binder meet the following:

- ◆ The substitute binder meets the specification requirements for the substitute binder grade in accordance with Section 300.2.10., “Performance-Graded Binders;” and
- ◆ The mixture has less than 10.0 mm of rutting on the Hamburg Wheel test (Tex-242-F) after the number of passes required for the originally specified binder. Use of substitute PG binders may only be allowed at the discretion of the Engineer if the Hamburg Wheel test results are between 10.0 mm and 12.5 mm.

Table 1
Allowable Substitute PG Binders and Maximum Recycled Binder Ratios

Originally Specified PG Binder	Allowable Substitute PG Binder	Maximum Ratio of Recycled Binder ¹ to Total Binder (%)		
		Surface	Intermediate	Base
HMA				
76-22 ^{2,5}	70-22	20.0	20.0	20.0
	70-28	20.0	35.0	40.0
70-22 ²	64-22	20.0	20.0	20.0
	64-28 or 58-28	20.0	35.0	40.0
64-22 ²	58-28	20.0	35.0	40.0
76-28 ^{2,5}	70-28	20.0	20.0	20.0
70-28 ²	64-28 or 58-28	20.0	20.0	20.0
	64-34 or 58-34	20.0	35.0	40.0
64-28 ²	58-28	20.0	20.0	20.0
	58-34	20.0	35.0	40.0

“Solar Lights Project(s) in Precinct 1, commencing with Monte Alto, & Other Unincorporated Townships with a minimum population of 700 residents, Parks & Other Designated County Owned Properties”

WMA ³				
76-22 ^{2.5}	70- 22	20.0	35.0	40.0
70-22 ²	64-22 or 58-28	20.0	35.0	40.0
64-22 ⁴	58-28	20.0	35.0	40.0
76-28 ^{2.5}	70-28	20.0	35.0	40.0
70-28 ²	64-28 or 58-28	20.0	35.0	40.0
64-28 ⁴	58-28	20.0	35.0	40.0

1. Combined recycled binder from RAP and RAS.
2. Use no more than 20.0% recycled binder when using this originally specified PG binder.
3. WMA as defined in Section 341.2.6.2., “Warm Mix Asphalt (WMA).”
4. When used with WMA, this originally specified PG binder is allowed for use at the maximum recycled binder ratios shown in this table.
5. No more than 1-PG grade lower than what is show on the plans will be permitted for Surface mixtures

--Item 354--

354-1 Planed material shall be delivered and stockpiled at _____.

OR Retain planed material.

354-2 Take precaution to avoid damage to existing bridge decks and armor joints. Repair any damage to the bridge decks and/or armor joints as approved. This work will not be paid directly, but will be performed at the Contractor’s expense.

--Item 401--

401-1 A shrinkage compensator is not required for when used for backfilling pipes. Strength of the Flowable Backfill will be verified by the District Laboratory. Field testing is not required, unless deemed necessary.

--Item 403--

403-1 The Contractor and/or Contractor’s Engineer who selects and designs the temporary shoring is responsible for the overall (global) stability calculations as well as internal stability and sliding calculations (including mat and soil nail pullout) as per the TxDOT Bridge Division Geotechnical Manual. If the Contractor chooses a Temporary Earth Retaining Wall for Temporary Shoring, then the Contractor and/or Contractor’s Engineer is required also to provide wire struts as shown on these plans. Designs for any type of Retaining Wall used for Temporary Special Shoring shall conform to the TXDOT Geotechnical Manual Chapter 6: Retaining Walls.

--Item 410 & 411--

1 Soil Nail and Rock Nail proof and verification testing to be coordinated with TxDOT a minimum of one week prior to the desired testing date. The location of the test nails will be approved by the Engineer. TxDOT personnel may be present during testing, and may choose to monitor the applied test load using their own equipment. Test anchors must project out from the face of the cut enough to accommodate the Contractor's loading and measurement devices, as well as an additional 1 foot for the Department's load cell. Perform testing as specified in the Standard Specification Item 410 "Soil Nail Anchors" and Item 411 “Rock Nail Anchors” to the maximum test load stated.

“Solar Lights Project(s) in Precinct 1, commencing with Monte Alto, & Other Unincorporated Townships with a minimum population of 700 residents, Parks & Other Designated County Owned Properties”

2 No less than 10 nails per 50 nails of consistent soil nail lengths may be proof tested. If nail lengths vary, then no less than 5 nails per varying soil nail lengths may be proof tested according to ratios approved by the Engineer. No less than 3 verification test nails may be used for specific soil nail length when variable soil nail lengths are called for in the design. If widely varying soil conditions are encountered, the Engineer may require additional test nails.

3 Unless contract plans show otherwise, soil nail test loads are as follows for the specific lengths:

Nail Length	Test Load
10'	16 kips
12'	20 kips
14'	23 kips
16'	25 kips
18'	28 kips
20'	34 kips
24'	38 kips
26'	41 kips
30'	46 kips

4 For varying soil conditions, anchor size and length (especially greater than 30'), Contractor shall submit plans and calculations signed and sealed by a registered professional engineer based on verified and documented geotechnical data. This submittal must be approved by the engineer of record.

5 Verification test anchors shall be #8 Dywidag or Williams Steel threadbar or equal. Proof test anchors shall be bar size shown on contract plans.

6 If test load is not achieved or soil nail fails, Engineer may continue to require additional tests until requirements are satisfied and Engineer gains confidence in the results. All nails that fail in any way, if production nails, are to be supplemented by additional nails and testing to the satisfaction of the Engineer and Owner. Contractor is to provide a summary of test nail results. This summary is to include the test data in tabular form and a plot of the test data following the guidelines shown in FHWA publication, FHWA-NHI-14-007, FHWA GEC 007, February 2015. Test results are to be provided to the Engineer no more than 48 hours after testing.

--Item 420--

420-1 Mass concrete will be measured in place.

420-2 Restrict large aggregate size to ¾" maximum for class "C" concrete used in aesthetic details requiring form liners.

420-3 Pier and Bent Concrete will be paid for as "Plans Quantity".

--Item 421--

421-1 Use an automated ticket that contains the same information as TxDOT's ticket. Submit the ticket for approval prior to use. The concrete producer will contact the District Laboratory or the Engineer's Office (outside the San Antonio area) to inform TxDOT of scheduled structural

“Solar Lights Project(s) in Precinct 1, commencing with Monte Alto, & Other Unincorporated Townships with a minimum population of 700 residents, Parks & Other Designated County Owned Properties”

concrete batching. Structural concrete includes bridge drill shafts, columns, caps, abutments, deck or top slabs of direct traffic culverts.

421-2 Entrained air is allowed for Class P and Class HES concrete only. Air content testing is waived for all classes of concrete.

421-3 The curing facilities and strength testing equipment is not required for this project.

421-4 Poly-fiber reinforced concrete may be used as an option, with the approval by the Engineer, for riprap, sidewalk, curb/gutter, and mow strip. Use a TxDOT approved manufacturer or producer for the poly-fiber. The poly-fibers shall be combined with the concrete in proportions as recommended by the manufacturer. A concrete mix design must be approved by the Engineer.

--Item 422--

422-1 For construction of approach slabs, longitudinal joints shall be placed on lane lines. Joints may be either a saw-cut crack control joint or a construction joint. Saw cut joints shall terminate 1’-0” before reaching the edge of the slab, must be saw cut as soon as possible after placement of concrete, and will be cut within 12 hours of concrete placement. Once sawing begins, it should be a continuous operation and should only be stopped if raveling occurs. Saw cut will be to a depth of 1.5” and filled with approved joint sealant.

--Item 423--

423-1 The backfill material for pre cast retaining walls shall be approved before placement. Build stockpile(s) in lifts not to exceed 2 feet and a minimum working face of not less than 10 feet, but not more than 20 feet.

423-2 Use the approved Concrete Block Retaining wall systems listed at:
<http://www.txdot.gov/business/resources/approved-systems/retaining-system.html>

423-3 Use the approved Mechanically Stabilized Earth (MSE) wall systems listed at:
<http://www.txdot.gov/business/resources/approved-systems/mse-wall.html>

TxDOT does not allow the use of experimental systems on projects with over 50,000 square feet walls over 25 ft. tall, or walls supporting or immediately adjacent to interstate highways.

When proprietary wall systems are used, a qualified representative of the retaining wall manufacturer must be available upon request during wall construction. As requested or required the manufacturer’s representative must be on site to assist with the initial stages of wall construction, provide training to the Contractor wall crew and ensure proper interpretation of MSE wall shop drawings and details. Specific attention must be given to nonstandard wall installation details. The Contractor’s wall crew foreman must be on site for the duration of wall construction. Any change to the wall crew foreman may require additional training by the wall supplier. The Contractor will ensure that the retaining walls are installed per the details presented in the construction drawings and as per the proprietary wall system requirements. The Engineer reserves the right to suspend wall construction activities due to any construction issue encountered.

“Solar Lights Project(s) in Precinct 1, commencing with Monte Alto, & Other Unincorporated Townships with a minimum population of 700 residents, Parks & Other Designated County Owned Properties”

Horizontal and vertical nail spacing on temp or permanent soil nail walls shall not exceed 4 ft.

Type DS material will be required on MSE walls in the area of the reinforcement mats.

--Item 427--

427-1 Provide special surface finish _____ to surface area _____.

--Item 432--

432-1 In all riprap slopes, provide 3 inch diameter weep holes at 10 foot maximum spacing and backed with loose graded gravel or crushed stone and galvanized hardware cloth.

432-2 In areas where guard fence posts are to be placed in riprap, the riprap shall have an 18 inch +/- blocked out area (round or square). After the posts are installed, the blocked out area shall be topped off with 4 inches of low strength grout/mortar consisting of about 1 sack of cement per cubic yard of mix.

432-3 Match the slope of the Riprap (Mow Strip) to the slope of the adjacent roadway.

--Item 449--

449-1 The pipe joint compound used to coat the threads of anchor bolts prior to installation of nuts when erecting a high mast pole shall be an electrically conducting protective thread lubricant compound (Crouse-Hinds TL-2, Oz/Gedney STL, Thomas & Betts Kopr-Shield).

--Item 454--

454-1 The list of approved Header Type Expansion Joints can be found at:
http://ftp.dot.state.tx.us/pub/txdot-info/library/pubs/bus/bridge/approved_header.pdf

--Item 462--

462-1 Use lean concrete or 2 sack flowable backfill for fill between pre-cast boxes. Lean concrete and 2 sack flowable backfill shall be considered subsidiary to this bid item.

462-2 The following structures shall be cast-in-place:

_____.

462-3 The following structures shall be pre-cast:

_____.

--Item 465--

465-1 Concrete Class B invert shaping is required at all inlets, manholes and junction boxes in order to insure positive flow. The material and work performed for the placement of the inverts shall be considered subsidiary to this item.

--Item 496--

“Solar Lights Project(s) in Precinct 1, commencing with Monte Alto, & Other Unincorporated Townships with a minimum population of 700 residents, Parks & Other Designated County Owned Properties”

- 496-1 The Contractor will submit a demolition plan for all structures to be replaced and/or removed in accordance with Item 496.
- 496-2 The structure(s) to be removed have surface coatings that contain hazardous materials as follows:
-
- Provide for the safety and health of employees and abide by all OSHA Standards and Regulations. All costs incurred for proper management, shall be subsidiary to this Item.
- Item 500--**
- 500-1 "Materials on Hand" payments will not be considered in determining percentages for mobilization payments.
- Item 502--**
- 502-1 Place standard markings no later than 14 days after surface treatment operations are completed.
- 502-2 When advanced warning flashing arrow panels and/or changeable message sign is specified, have one standby unit in good condition at the job site. Standby time shall be considered subsidiary to the bid item.
- 502-3 Treat the pavement drop-offs as shown in the TCP.
- 502-4 After written notification, the time frame to provide properly maintained signs and barricades before considered in non-compliance is 48 hours from receipt of the notification. Failure to make corrections as noted may result in payment for this item being withheld.
- 502-5 There are traffic signals at the intersection of _____, and _____ . Keep the signals in operation except when necessary for specific installation operations.
- 502-6 Moving an existing sign to a temporary location is subsidiary to this Item. Installations with permanent supports at permanent locations will be paid for under the applicable bid item (s).
- 502-7 Mount temporary mailboxes on plastic drum in accordance with Compliant Work Zone Traffic Control Devices, Section K. Mounting and moving the mailbox as needed for the various construction phases is subsidiary to this Item.
- 502-8 Notify the Engineer in writing 10 business days in advance of any temporary or permanent lane, ramp, connector, etc. closures/detours, restrictions to lane widths, alterations to vertical clearances, or modifications to radii. Any other modifications to the roadway that may adversely affect the mobility of oversized/overweight trucks also require 10 business days advance written notice to the Engineer. Unless shown in the TCP, no lane, ramp, connector, etc. closures are allowed during special events. At least one lane has to remain open at all times. Lane closures will not be allowed if this reporting requirement is not met.

“Solar Lights Project(s) in Precinct 1, commencing with Monte Alto, & Other Unincorporated Townships with a minimum population of 700 residents, Parks & Other Designated County Owned Properties”

- 502-8A For closures not listed in the TCP; the lane closures are limited to between the hours of _____, and at least one lane has to remain open at all times.
- 502-9 Avoid placing stockpiles within the roadway’s horizontal clear zone. If a stockpile is placed within the clear zone, address in accordance with the TMUTCD.
- 502-10 Do not place barricades, signs, or any other traffic control devices where they interfere with sight distance at driveways or side streets.
- 502-11 In addition to providing a Contractor's Responsible Person and a phone number for emergency contact, have an employee available to respond on the project for emergencies and for taking corrective measures within 2 hours or within a reasonable time frame as specified by the Engineer.
- 502-12 Temporary Rumble Strips are to be used according to WZ (RS)-16.
Use ____ number of rumble strip arrays.
- 502-13 If Nighttime work is required and work is not behind positive barrier then full TY 3 reflective gear is required to be worn by all workers, hard hat halos are required to be worn by the flaggers at flagging stations, TY III barricades are required to be spaced at 500 ft, and a mandatory night work meeting is required.
- Item 504--**
- 504-1 Furnish one field office type ____N/A_____.
- 504-2 Enclose the field office and the parking area as shown in 504.2.1.1 and provide security lighting.
- 504-3 Provide internet connectivity, a printer/fax/scanner/copier, and telephone(s) as directed.
- Item 506--**
- 506-1 An Inspector will perform a regularly scheduled SWP3 inspection every 7 calendar days.
- Or
- 506-2 It is not anticipated that erosion control devices will be needed. However; in the event devices are needed, the SW3P shall consist of the control measures approved. Depending on the type and amount of work, payment will be handled with the Force Account Procedure, or by individual pay items.
- 506-3 Failure to address items noted on the SW3P inspection report within two report cycles may result in the Department stopping all construction operations, exclusive of time charges, or withholding

“Solar Lights Project(s) in Precinct 1, commencing with Monte Alto, & Other Unincorporated Townships with a minimum population of 700 residents, Parks & Other Designated County Owned Properties”

that month’s estimate until the SW3P deficiencies are corrected unless the Engineer determines that the area is too wet to correct SW3P deficiencies.

--Item 510--

510-1 The length of the one-way traffic control section is limited to ____ miles.

--Item 512--

512-1 ____ LF of portable concrete traffic barrier (PCTB) will be furnished by the State. Pick up the barriers at _____ and transport to the project.

512-2 Only new Single Slope CTB (cast in accordance with the Standard Sheets in the plans) or the same pre-used shape (that meet the requirements of this item) may be furnished on the inside shoulder/inside median of the Interstate Main Lanes.

In all other areas, new Single Slope or F-Shape CTB (cast in accordance with the Standard Sheets in the plans) may be furnished or the same pre-used shapes (that meet the requirements of this Item) may be furnished.

New Safety Shape (New-Jersey) CTB is not allowed, but pre-used New-Jersey (that meets the requirements of this Item) may be furnished. More than one type may be furnished but do not mix the types when placed along the roadway.

--Item 514--

514-1 The Type 3 CTB taper from the Type 2 at obstructions (OSB’s, bridge, columns, etc.) shall be 40:1. If gravel is used between the barriers as shown by the Standard Sheet, the top six inches shall be CL A concrete.

--Item 529--

529-1 Class "C" concrete is required for machine extruded curb.

529-2 Curb inlets and extensions are based on an exposed curb height of 7 inches. The roadway curb height and shape will be transitioned to the inlet’s curb with a 40: 1 taper.

--Item 531--

531-1 The curb ramp locations shown in the plans have taken into account the geometric features of the intersection, traffic signals, and the pavement markings. If anything changes during construction, the location of curb ramps must be adjusted to ensure they meet TAS requirements.

--Item 540--

540-1 MBGF posts shall be round with domed tops, and not painted. If 10 or less timber posts are needed, they may be purchased locally and will be accepted by visual inspection.

540-2 Guard fence posts placed in proposed and/or existing areas of riprap, sidewalks or other concrete shall have an 18 inch +/- (square or round) block out in the concrete. After the posts are

“Solar Lights Project(s) in Precinct 1, commencing with Monte Alto, & Other Unincorporated Townships with a minimum population of 700 residents, Parks & Other Designated County Owned Properties”

installed, the blocked out area shall be topped off with 4 inches of low strength grout/mortar consisting of about 1 sack of cement per cubic yard of mix.

540-4 When connecting a Thrie-Beam to a concrete wingwall, bridge rail, CTB, etc., drill the holes for bolt placement using rotary or core type equipment. Use a core type drill when reinforcing steel is encountered. Do not use percussion or impact drilling. Repair damage to the concrete and spalls exceeding ½” from the edge of the hole.

--Item 542--

542-1 Salvage all undamaged/acceptable radius guardrail and deliver to the TxDOT maintenance section yard.

--Item 545--

See the Crash Cushion Summary Sheet.

--Item 585--

585-1A Use Surface Test Type B, pay adjustment schedule _____ to evaluate ride quality of travel lanes.

OR

585-1B Ride quality requirements are waived.

--Item 610--

610-1 Fabricate steel roadway illumination poles in accordance with the RIP standards. Poles fabricated according to RIP require no shop drawings. Alternate designs or the use of aluminum to fabricate poles will require the submission of shop drawings electronically.

For instructions on submitting shop drawings electronically go to:

<http://www.txdot.gov/business/resources/specifications/shop-drawings.html> File is titled: Guide to Electronic Shop Drawing Submittal.

Provide lamps from the pre-qualified Materials Producers List, Category is “Roadway Illumination and Electrical Supplies” located on the Construction Divisions (CST) web site.

610-2 Ballast/capacitors removed from the light assembly, will remain the property of the State. Assume all ballast/capacitors contain Polychlorinated Biphenyl (PCB), unless a notation appears on the outside of the unit that specifies it does not contain PCB’s. All ballast/capacitors with PCB’s shall be placed in 55 gallon open top drum in accordance with Department of Transportation (DOT) specifications. Place six (6) inches of sawdust or other absorbent material in the bottom of the drum. Furnish and place a DOT approved PCB warning label on the outside of the drum. Do not fill a drum more than ¾ of capacity. Avoid rupturing the ballast/capacitor(s). If a ballast/capacitor is ruptured, use proper procedures, specialist trained staff and personal protective equipment for the clean-up operations.

610-3 The lamps in light fixtures may contain hazardous levels of mercury, halide, and sodium vapors. Observe and comply with all federal, state and local laws, ordinances and regulations regarding

“Solar Lights Project(s) in Precinct 1, commencing with Monte Alto, & Other Unincorporated Townships with a minimum population of 700 residents, Parks & Other Designated County Owned Properties”

the management of these lamps. Prevent the breakage of the lamps. At a minimum, package all lamps removed from the light fixture(s) in a container that minimizes the breakage of the lamps. Broken lamps shall be collected in a sealed plastic bag (i.e. Ziploc). Broken lamps shall be stored in separate containers from unbroken lamps. Furnish a suitable container and attach a label stating “Universal Waste Lamps” on the container. Write the date the first lamp was placed in the container on the “Universal Waste Lamp” label. Within one (1) week after the first lamp is placed in a container, notify the Engineer. The lamps and PCB containing ballast/capacitors, placed in properly labeled containers, will remain the property of the State. Place the container in an area where it is protected from damage and the elements. The Engineer will make arrangements to collect, transport, and dispose/recycle the container. The ballast/capacitor and lamp’s removal and storage is subsidiary to this item.

610-4 Stencil each illumination assembly with the circuit, light and relay numbers in black paint on the roadway side of the pole at a 45 degree angle. The numbers shall be in 3” tall and begin 6’ from the top of the foundation. This work will be considered subsidiary to this item.

--Item 613--

613-1 Use an electrically conducting protective thread lubricant compound (Crouse-Hinds TL-2, OZ/Gedney STL, Thomas & Betts Kopr-Shield) for the pipe joint compound to coat the threads of the anchor bolts, prior to installation of nuts.

--Item 614--

614-1 Fabricate high mast ring assemblies in accordance with shop drawings approved by the Department. Submit shop drawings for each project, or use pre-approved standard shop drawings.

For project specific shop drawings, furnish seven sets of drawings of the complete assembly in accordance with Item 441, “Steel Structures”. Deliver shop drawings to the Director of Traffic Operations Division, Texas Department of Transportation, 125 East 11th Street, Austin, Texas 78701-2483.

To be eligible to use pre-approved standard shop drawings, the shop drawing must be submitted and approved by the Department prior to use on the project. Deviation from the pre-approved standard shop drawing will require resubmission of the shop drawings. The Engineer may approve, in writing, the use of updated standard drawings in cases where the standard drawings have been updated and the updated version has been approved by the Department.

For pre-approval and updates to previously approved standard shop drawings, furnish seven sets of drawings of the complete assembly in accordance with Item 441, “Steel Structures” to the Director of Traffic Operations Division, Texas Department of Transportation, 125 East 11th Street, Austin, Texas 78701-2483.

Copies of the standard shop drawings are on file with Traffic Operations Division, Bridge Division, and the Materials Section of Construction Division. Additional shop drawings for high mast illumination assemblies built in accordance with these drawings are not required. Pre-

“Solar Lights Project(s) in Precinct 1, commencing with Monte Alto, & Other Unincorporated Townships with a minimum population of 700 residents, Parks & Other Designated County Owned Properties”

approved shop drawing manufacturers and assembly model numbers can be found on the Materials Produce list of the Construction Divisions (CST) web site.

Category is roadway illumination and electrical supplies.

--Item 618--

618-1 It might be necessary to cut concrete for placement of conduit. Saw cut existing concrete, remove the concrete from the steel reinforcement (bars or fabric) and bend the steel to install the conduit. After the conduit has been placed, bend the steel back to its original position and back-fill the trench with an approved concrete. This work is subsidiary to this Item.

618-2 The conduit depth for illumination under the City of San Antonio streets is 36 inches.

618-3 Use materials from Material Producers list as shown on the Construction Division's (CST) web site. Category is "Roadway Illumination and Electrical Supplies."

--Item 620--

620-1 For both transformer and shoe-base type illumination poles, provide double-pole breakaway fuse holder as shown on the Construction Division's (CST) materials producers list Category is "Roadway Illumination and Electrical Supplies." Fuse holder is shown on list under Items 610 & 620.

Provide 10 amp time delay fuses.

--Item 628--

628-1 Make all arrangements for electrical service, and compliance with local standards and practices for proper installations.

--Item 644--

644-1 The wedge anchor system shown on State Standard Sheet SMD (TWT) is not allowed.

--Item 658--

658-1 CTB reflectors will not be paid for directly but will be considered subsidiary to the barrier.

--Item 666--

666-1 Use TY II material (vs. an acrylic or epoxy) as the sealer for the TY I markings, place the TY II a minimum of 14 calendar days (to provide adequate curing) before placing the TY I markings.

--Item 672--

672-1 Place all adhesive material directly from the heated dispenser to the pavement. Do not use portable or non-heated containers. Use adhesive of sufficient thickness so that when the marker is pressed into the adhesive, 1/8" or more adhesive will remain under 100% of the marker. The adhesive should extend not less than 1/2" but not more than 1 1/2" beyond the perimeter of the marker.

--Item 677--

“Solar Lights Project(s) in Precinct 1, commencing with Monte Alto, & Other Unincorporated Townships with a minimum population of 700 residents, Parks & Other Designated County Owned Properties”

677-1 Obtain approval before using the mechanical method for the elimination of existing thermoplastic pavement markings.

--Item 680--

680-1 Furnish and install all required materials and equipment necessary for the complete and operating traffic signal installation at the following intersections:

680-2 The locations shown on the plans for signal pole foundations, controller foundations, conduit and other items may be adjusted to better fit field conditions as approved.

680-3 High pressure sodium lamps shall meet ANSI C78 requirements and shall be the type that extinguishes at the end of usable lamp life and remains extinguished without cycling. 400 watt lamps shall contain less than 4.0 MG of mercury. 250 watt lamps shall contain less than 3.0 MG of mercury. Lamps shall be lead free. Lamps shall pass the Federal Toxic Characteristic Leachate Procedure (TCLP). Lamp examples: OSRAM-Sylvania LU400/ECO Plus.

680-4 Demonstrate that the field wiring is properly installed, install the controller assembly, connect the wiring and turn on the controller.

680-5 All existing signal equipment with the exception of the signal controller and related equipment become the property of the Contractor. Deliver the controller and related equipment to the Signal shop, located at 4615 NW Loop 410 (corner of IH 410 and Callaghan Road) in San Antonio, Texas or to the Area Office as directed.

--Item 682--

682-1 Provide all signal heads from the same manufacturer. Pedestrian signals may be by a different manufacturer than the vehicle signal heads.

682-2 Cover all signal faces until placed in operation.

682-3 All pedestrian signal faces shall be single section LED Type. Die cast polycarbonate is acceptable in lieu of die cast aluminum. All mounting attachments shall be constructed of steel pipe and mounted as shown on the plans.

--Item 684--

684-1 Provide an extra 10' for each cable terminating in the controller cabinet. All cables shall be continuous without splices from terminal point to terminal point. All proposed signal cable shall be #12 AWG stranded copper.

--Item 686 & 687--

686-1 Provide all signal poles from the same manufacturer. Pedestrian poles may be from a different manufacturer.

--Item 688--

688-1 The sealant used for vehicle loop wire must be approved.

“Solar Lights Project(s) in Precinct 1, commencing with Monte Alto, & Other Unincorporated Townships with a minimum population of 700 residents, Parks & Other Designated County Owned Properties”

688-2 The pedestrian push button shall be raised or flush and a minimum of 2 inches in the smallest dimension. The force to activate the control shall be no greater than 5 lb/f. The button placement has to be coordinated with the concrete pad to access the button. The concrete pad (if required) shall be paid separately.

688-3 The pedestrian push button shall be wired with a 2/C#14 loop detector cable in lieu of a #12 A.W.G. XHHW wire.

--Item 730--

730-1 Mow full-width and hand trim the right of way, including newly seeded or sodded areas, when vegetation reaches a height of 16” or when directed. Removal of brush sprouts growing within guardrail, concrete barriers or at other locations where mowing or hand trimming is done within the limits of construction is required and subsidiary to this item. Mowing may be required more often in newly sodded or seeded areas than in other parts of the project because of the supplemental irrigation these areas receive and the resulting weed growth. Coordinate mowing to avoid rutting or compaction of the soil when mowing where supplemental irrigation is being used. Use mowing equipment that will not adversely affect soil retention blankets or mulches that have been applied. Work performed under this item does not replace the mowing required when placing permanent seeding in an area that has established temporary seeding as described in Article 164.3, Construction.

--Item 734 & 738--

734 & 738-1 Perform Litter Removal and Cleaning and Sweeping Highways once a month or as directed.

--Item 4001--

4001-1 For Asphalt-Plug Expansion Joints, the following suppliers are approved:

FlexAble Bridge Joint System
Deery American Corporation.
PO Box 4099
Grand Junction, CO 81502
Attn: San Kearl
800-227-4059

Matrix 502 Asphalt Plug
D.S. Brown Co.
300 E. Cherry St.
North Baltimore, OH 45872
419-257-3561

Thorma-Joint
Dynamic Surface Applications, Ltd.
373 Village Road

“Solar Lights Project(s) in Precinct 1, commencing with Monte Alto, & Other Unincorporated Townships with a minimum population of 700 residents, Parks & Other Designated County Owned Properties”

Pennsdale, PA 17756
Attn: Mike Stachowicz
800-491-5663 Ext. 1

Wabo-Expandex
BASF
3011 Heatherpark Drive
Kingwood, TX 77345
Attn: Mark Huff
713-392-4833

TMS General Notes

EXHIBIT B
RFB 2019-295-12-18-YSS
BID FOR UNIT PRICE CONTRACTS

PLACE _____
DATE _____
PROJECT NO. _____

Proposal of _____ (hereinafter called "Bidder") a corporation/ a partnership, or an individual doing business as: _____.

To the _____ (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of Solar Light Project(s) in Precinct 1, commencing with Monte Alto, & Other Unincorporated Townships with a minimum population of 700 residents, Parks & Other Designated County Owned Properties (RFB No.: 2019-295-12-18 of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies; and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is part.

Bidder hereby agrees to commence work under this contract on or about date to be specified in written "Notice to Proceed" of the owner and to fully complete the project within 90 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages the sum of \$150.00 for each consecutive calendar day thereafter as herein after provided in General Conditions.

BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUM:

*Insert corporation, partnership or individual as applicable.

Bidder agrees to perform all of the _____ work described in

the specifications and shown on plans, for the following unit prices:

Bid Item	Description	Quantity	Unit	Unit Price	Total
1	Preparation ROW	7	STA	\$	\$
2	Hydromulch Seeding(Perm)(Watering included)	722	SY	\$	\$
3	Barricades Signs & Traffic Handling (Contractor to provide Signed and Sealed TCP)	3	MO	\$	\$
4	Temp. Sed Control Fence (Install & Remove)	650	LF	\$	\$
5	Install Roadside Street Light (Solar Powered)	69	EA	\$	\$

TOTAL BID: \$ _____

(words)

(AMOUNTS ARE TO BE SHOWN IN BOTH WORDS AND FIGURES. IN CASE OF DISCREPANCY, THE AMOUNT SHOWN IN WORDS WILL GOVERN)

The above unit price shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond, or Bonds as required by Paragraph 29 of the General Conditions. The bid security attached in the sum of

\$ _____.

(\$ _____) is to become the property of the Owner in the event that contract and the bond are not executed within the time above set forth, as liquidated damages for the delay and additional expenses to the owner caused thereby.

Respectfully submitted:

By: _____
(Title)

(Business Address and Zip Code_

(SEAL – if bid is by a corporation)

EXHIBIT "C"

Insurance Requirements

Professional Services

(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars (\$1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.
 2. A Five Hundred Thousand Dollars (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
 3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars (\$500,000.00) arising out of the services provided to County hereunder.
 4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
 5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.
- *Bidder shall obtain and maintain any and all other insurances which may be necessary in providing the good/service applicable to this procurement or are otherwise required by law.*
 - *Any and all insurance policies shall be in amounts prescribed by law or otherwise specified by the County, but in no event less than the minimum amounts prescribed by law.*

Additional Insurance Requirements:

- a. Bidder shall furnish to County certificate(s) of insurance, and all renewals throughout the duration of the Project, issued by the insurer that such insurance is in full force and effect.
- b. Certificates of insurance shall be submitted to County for approval prior to any services being performed by Bidder.
- c. **Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).**

Page 2 of 2: Continuation of Exhibit “C”: Insurance Requirements Professional Services (i.e...Engineers, Architects, Appraisers & Surveyors)

- d. For each policy, except Workers’ Compensation, Bidder shall name the County as an additional insured.
- e. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise.
- f. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence of adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.
- g. All insurance policies will be endorsed to provide a waiver of subrogation in favor of the County.
- h. County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Bidder.
- i. Insurance policies shall be obtained at Bidder’s sole expense. County does not maintain and will not obtain insurance of any type to protect Bidder against loss, damage or injury that may in any way result from Bidders performance of the services.
- j. In no event shall the County be liable for any loss, damage to or destruction of any property belonging to the Bidder.
- k. Bidder is responsible for ensuring all required insurance policies are valid for the duration of the contract.
- l. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and acceptable to County.
- m. Bidder shall make any other insurance documentation available to County upon request.

ACORD		CERTIFICATE OF INSURANCE		DATE (MM/DD/YYYY)
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED	INSURERS AFFORDING COVERAGE			
	INSURER A:			
	INSURER B:			
	INSURER C:			
	INSURER D:			
INSURER E:				

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THEIR TERMS, EXCLUSIONS AND CONDITIONS OF POLICIES.

GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE OCCUR <input type="checkbox"/> OWNERS' & CONT. PROT. <input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY <input type="checkbox"/> (GEN'L AGGREGATE LIMIT APPLIES PER POLICY PROJECT LOC)					EACH OCCURRENCE FIRE DAMAGE (Any one fire) MEDICAL (Any one person) PERSONAL & ADV. INJURY ANNUAL AGGREGATE PRODUCTS - COMP/OP AGG.
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED/ALTO <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per occ.) PROPERTY DAMAGE (Per accident)
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO					AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY EA
EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE AGGREGATE
D WORKERS COMPENSATION AND EMPLOYER'S LIABILITY					W/C STATUTORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
OTHER					

DESCRIPTION OF OPERATIONS | LOCATION | VEHICLES | EXCLUSIONS ADDED BY ENDORSEMENT | SPECIAL PROVISIONS
 County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED ; INSURER LETTER:	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL JO DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): \$ _____

Automobile Liability: \$ _____ General Liability: \$ _____

- have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

Authorized Signature

Date

Company

Address

City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other _____

Indicate Certification No(s): _____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ()
Subcontract Amount: \$ _____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ()
Subcontract Amount: \$ _____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ()
Subcontract Amount: \$ _____ Description of Work to be Performed:

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
	6 City, state, and ZIP code		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number											
				-			-				
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in Items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

*Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "G"
TITLE VI
APPENDICES

APPENDIX A

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **COUNTY OF HIDALGO** will accept title to the lands and maintain the project constructed thereon in accordance with all applicable federal statutes, the Regulations for the Administration of all Department of Transportation programs, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **COUNTY OF HIDALGO** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit 1 attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **COUNTY OF HIDALGO** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **COUNTY OF HIDALGO**, its successors and assigns.

The **COUNTY OF HIDALGO**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the **COUNTY OF HIDALGO** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permitted, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the **COUNTY OF HIDALGO** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will there upon revert to and vest in and become the absolute property of **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX E

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

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23U.S.C. § 324et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49CFRPart 27;
- The Age Discrimination Act of 1975, as amended,(42U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49U.S.C. § 4 71, Section 4 7123),as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987,(PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189)as implemented by Department of Transportation regulations at 49C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

Exhibit “H”

(If Applicable)

2 C.F.R. § 200.326 & 2 C.F.R. Part 200,
Appendix II

Required Contract Clauses for Non-Federal
Entity Contracts Under Federal Awards

&

Required Contract Clauses for Non-Federal
Entity Contracts Under Federal Awards with
the Federal Emergency Management Agency
(FEMA)

2 C.F.R. § 200.326 & 2 C.F.R. Part 200, Appendix II, Required Contract Clauses for Non-Federal Entity Contracts Under Federal Awards

The United States Office of Management and Budget (OMB) issued in 2 C.F.R. 200: *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance). Subpart D: Post Federal Award Requirements: 2 CFR §§200.317-200.326 of the Uniform Guidance contain provisions applicable to procurements made with federal grant funding.

As a non-Federal entity, the County of Hidalgo's ("County") contracts must contain the applicable contract clauses described in Appendix II to the Uniform Guidance (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. 2 C.F.R. §200.326. If applicable, the following clauses shall supersede any existing, similar clauses stated within the bid document, contract, and/or Terms and Conditions. *The term "Contractor" used herein refers to the proposer, bidder or other entity/individual responding to the applicable procurement packet.*

If applicable, the regulations in 2 CFR, Part 200 and Appendix II to the Uniform Guidance, as it may be amended from time to time, and the contract clauses below, are incorporated by reference as part of this procurement packet and any resulting agreement.

To procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. The following provisions are required and apply when federal funds are expended by the County of Hidalgo for any contract resulting from this procurement process.

1. Remedies.

- a. Applicability. This requirement applies to all Federal grant and cooperative agreement programs.
- b. Standard. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.
- c. Statement. Pursuant to Federal Rule (A) above, when federal funds are expended by the County, the County reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. Contractor shall comply with all applicable Federal, State of Texas, and local laws, rules, and regulations and shall obtain all applicable licenses and permits for the conduct of its business and the performance of the services, and any provision of equipment and material ("Applicable Law"). All transactions related to any of the Contract Documents shall be governed by the laws of the State of Texas, and trial of any action brought in connection with the bid or the Contract Documents shall be held exclusively in a state court in the County of Hidalgo, Texas.

2. Termination for Cause and Convenience.

- a. Applicability. This requirement applies to all Federal grant and cooperative agreement programs.
- b. Standard. All contracts in excess of \$10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement as follows. See 2 C.F.R. Part 200, Appendix II, ¶ B.
- c. Statement. Termination. County may terminate this Agreement for any reason upon ten (10) days written notice to the other party. County may terminate this Agreement immediately upon written notice if Contractor breaches this Agreement. In the event of any termination, Contractor shall promptly deliver to the County any and all Work Materials prepared for the County prior to the effective date of such termination, all of which shall become County's sole property. After receipt of the Work Materials, County will pay Contractor for the services which the County determines were satisfactorily performed as of the effective date of the termination.

Excuses for Non-Performance. Either party shall be absolved from its obligations under this contract when and to the extent that performance is delayed or prevented (and in the County of Hidalgo's case when and to the extent that its need for the articles, materials or work to be supplied hereunder is reduced or eliminated) by reason of acts of God, fire explosion, war riots, strikes, labor disputes, or governmental laws, orders or regulations.

Default. If Contractor or Subcontractor shall breach any provision hereof or shall become insolvent, enter voluntary or involuntary bankruptcy or receivership proceedings or make an assignment to the benefit of creditors, County of Hidalgo shall have the right (without limiting any other rights or remedies which it may have hereunder or by operation of law) to terminate this contract by written notice to Contractor whereupon County shall be relieved of all further obligation hereunder except the obligation to pay the reasonable value of Contractor's prior performance (at not exceeding the contract rate), and Contractor shall be liable to County for all costs incurred by County in completing or procuring the completion of performance in excess of the contract price herein specified. The County's right to require strict performance of any obligation hereunder shall not be affected by any previous waiver, forbearance of course of dealing. Time is of the essence thereof.

3. Equal Employment Opportunity.

- a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.
- b. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.

c. Key Definitions:

- (1) *Federally Assisted Construction Contract.* The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- (2) *Construction Work.* The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction

- d. Statement: Contractor will comply with the Nondiscrimination Civil Rights Act of 1964, as amended and all Federal regulations relative to nondiscrimination in Federally assisted programs. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

“During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the

administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

4. **Davis Bacon Act and Copeland Anti-Kickback Act.**

- a. **Applicability of Davis-Bacon Act.** The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other Federal grant and cooperative agreement programs, including the Public Assistance Program.**
- b. **Standard.** All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). **See 2 C.F.R. Part 200, Appendix II, ¶ D.**

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding City.

In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by

Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA or applicable Federal entity.

- c. Statement. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.” However, for purposes of grant programs where both clauses do apply, FEMA or applicable Federal entity requires the following contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

(1) *Contractor.* The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as Federal requirements may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) *Breach.* A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

5. **Contract Work Hours and Safety Standards Act.**

- a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.
- b. Standard. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of

supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

c. Statement.

“Compliance with the Contract Work Hours and Safety Standards Act.

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

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

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

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

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Applicability: Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant

Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA or Federal awards under these programs do not meet the definition of “funding agreement.”

- b. Standard. If the FEMA or Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA or applicable awarding agency. See 2 C.F.R. Part 200, Appendix II, ¶ F.
- c. Key Definition: The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. **Clean Air Act and the Federal Water Pollution Control Act.**

- a. Applicability and Standard: Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.
- b. Statement: Included in contracts as provided in section “7a” above.
 - (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - (2) The contractor agrees to report each violation to the Federal awarding agency (e.g. Federal Emergency Management Agency-FEMA) and the Regional Office of the Environmental Protection Agency. Contractor understands and agrees that each violation reported to the County of Hidalgo will, in turn, be reported as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office.
 - (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the applicable Federal awarding agency (e.g. FEMA).

8. **Debarment and Suspension.**

- a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.

- b. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and Chapter IV, ¶ 6.d and Appendix C, ¶ 2. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any nonprocurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

Specifically, a covered transaction includes the following contracts for goods or services:

- (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
- (2) The contract requires the approval of FEMA or applicable Federal entity, regardless of amount.
- (3) The contract is for Federally-required audit services.
- (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or applicable Federal entity or is in excess of \$25,000.

- c. Statement. The following provides a debarment and suspension clause. It incorporates a method of verifying that contractors are not excluded or disqualified:

For maximum protection, provide a print or electronic document for every prime and subcontractor, from www.sam.gov in order to ensure that they are not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities.

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. **Byrd Anti-Lobbying Amendment.**

- a. **Applicability:** This requirement applies to all Federal grant and cooperative agreement programs.
- b. **Standard.** Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; Chapter IV, 6.c; Appendix C, ¶ 4. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any City, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- c. **Statement.** The following statement in bold provides a Byrd Anti-Lobbying contract clause:

(IF APPLICABLE, PLEASE FILL IN BLANKS AND SIGN)

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned Contractor, _____
certifies, to the best of his or her knowledge, that:

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date"

10. **Procurement of Recovered Materials.**

- a. **Applicability:** This requirement applies to all Federal grant and cooperative agreement programs.
- b. **Standard.** A non-Federal entity that is a **state agency or agency of a political subdivision** of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.

The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- c. **Statement.** The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

- (3) Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

Additional Required Contract Clauses for Non-Federal Entity Contracts Under Federal Awards with the Federal Emergency Management Agency (FEMA)

Additional FEMA or applicable Federal Requirements. In addition to the requirements above, non-Federal entity contracts under Federal award subject to financial assistance from FEMA are required to contain the following additional contract clauses. The Uniform Guidance authorizes FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

These clauses are incorporated by reference as part of this procurement packet and any resulting agreement.

11. Changes.

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's Federal grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA or applicable Federal entity recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.
- b. Statement. The following provides a contract clause regarding access to records:

“The contractor shall secure written authorization before proceeding with any additional work, whether requested by the County or required to complete the contract. The cost for any changes to the contract price, whether requested by the County or the Contractor will be approved only after submitting the contractor's true costs for the work and related equipment costs and site expenses.”

12. Access to Records.

- a. Standard. All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA or applicable Federal entity access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).
- b. Statement. The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide the County of Hidalgo, the FEMA or applicable Federal Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA or applicable Federal Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

13. DHS Seal, Logo, and Flags.

- a. Standard. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS City

officials without specific FEMA or applicable Federal entity pre-approval. See DHS Standard Terms and Conditions, v3.0, ¶ XXV (2013).

- b. Statement. The following provides a contract clause regarding DHS Seal, Logo, and Flags:

“The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS City officials without specific FEMA or applicable Federal entity pre-approval.”

14. Compliance with Federal Law, Regulations, and Executive Orders.

- a. Standard. All non-Federal entities must place into their contracts an acknowledgement that FEMA or applicable Federal financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA or applicable Federal policies, procedures, and directives.
- b. Statement. The following provides a contract clause regarding Compliance with Federal Law, Regulations and Executive Orders:

“This is an acknowledgement that Federal financial assistance will be used to fund the contract only. The contractor will comply will all applicable Federal law, regulations, executive orders, FEMA or applicable Federal policies, procedures, and directives.”

15. No Obligation by Federal Government.

- a. Standard. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. Statement. The following provides a contract clause regarding no obligation by the Federal Government:

“The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

16. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. Standard. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. Statement. The following provides a contract clause regarding Fraud and False or Fraudulent Related Acts:

“The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that the Contractor read and understands all provisions, laws, acts, regulations, etc. as specifically noted above and certifies compliance with the same.

Vendor's Name/Company Name: _____

Printed Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

Exhibit “I”

EHWA 1273

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

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

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

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

ATTACHMENTS

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

II. NONDISCRIMINATION

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

I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "J"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING
--

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

- (1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.
- (2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.
- (3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.
- (4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public _____

My commission expires: _____, 20_____.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

REQUIREMENTS AGREEMENT
C-19-295-XX-XX

THIS AGREEMENT (the "Agreement") is entered into effective the ____ day of **MONTH, 2019** by and between **VENDOR'S NAME**, ("Seller") and the County of Hidalgo, Texas ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of required **“Solar Light Project(s) in Precinct 1, commencing with Monte Alto, & Other Unincorporated Townships with a minimum population of 700 residents, Parks & Other Designated County Owned Properties”** (the “Products”), as further described in the Request for Bid (RFB) Procurement Packet, which is attached hereto as Exhibit “A” and incorporated herein by reference for all purposes (the "RFB"); and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements in accordance with the specifications as bid, a copy of Request for Bids (RFB) Procurement Packet and Proposal being attached hereto as Exhibits “A” and “B” respectively, and incorporated herein for all purposes (the “Specifications”); and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Products, as herein after described.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed in Exhibit “B” that Buyer may require in the area of **HIDALGO COUNTY** for a period of **two (2) years**. Buyer also reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms, and conditions at the end of the contract term for the unforeseen delay in award of new bid for the next contract term. This Contract shall commence on **Month 00, 2019** and expire on **Month 00, 2021** and it is agreed that the Products will meet the Specifications in the Request for Sealed Bids (RFB) Procurement Packet set forth in Exhibit “A” hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Seller to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid

by Buyer in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251.

4. Seller represents that it is licensed by the State of Texas and qualified to perform and execute the services provided above. If such license is suspended or revoked, this Contract shall automatically be terminated and Seller shall immediately notify the County Judge of Hidalgo.

5. Seller must comply with all applicable laws and regulations of the State of Texas, and County policies. Notwithstanding the foregoing sentence, Seller represents and maintains that Seller is an independent Contractor and is not an employee of the County, or any agency thereof, and represents and warrants that Seller does not desire or request any fringe benefits provided to employees of County, and/or any agency of the County.

6. Indemnification: Seller will indemnify and hold Buyer harmless from any and all claims, actions, liability, and expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Contract, whether such act, omission, or failure was the Seller's or that of any person providing services hereunder through or for the Seller. Upon written notice from the Buyer, the Seller will resist and defend at its own expense, and by counsel reasonably satisfactory to Buyer, any such claim or action. The Seller will carry proper insurance with the Buyer as an additional named insured.

7. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by an agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are

performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
100 East Cano, 2nd Floor (Admin. Bldg.)
Edinburg, Texas 78539

If to Seller: **Vendor's Name**
Attention:
Address
City, State Zip Code

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

f. **Termination.** Buyer may terminate this agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

h. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

i. **Assignment.** This Agreement shall not be assignable.

j. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

k. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

1. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Consistent with its status as an independent contractor and at its sole expense, Company agrees that throughout the duration of the work under this contract and any extension hereof, it shall provide and maintain any and all insurances and abide by any requirements which are specified in the Procurement Packet/Specifications and/or which may be necessary in providing Services or are otherwise required by law. Insurance policies shall cover, but are not limited to, Bidder's activities and all persons, vehicles, equipment and property connected with providing Services. The amount of insurance required shall be in accordance with amounts specified by the County or as prescribed by law, but in no event shall any amount be less than the minimum amounts prescribed by law, including, but not limited to the Texas Tort Claims Act. These requirements do not establish limits of Company's liability. Any and all applicable insurance requirements and amounts are incorporated herein by reference for all purposes. Company is responsible for ensuring all required insurance policies are valid for the duration of the contract. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and acceptable to County. Company shall cause all subcontractors utilized by Company to also comply with these specifications. Company shall furnish to County certificate(s) of coverage, and all renewals throughout the duration of the Project, issued by the insurer that such insurance is in full force and effect. (See Exhibit "C" attached hereto and incorporated herein for all purposes). For each applicable policy, Company shall name the County as an additional insured. Company shall notify County a minimum of thirty (30) days in advance of cancellation of all or part of a policy. Company shall make any other insurance documentation available to County upon request.

n. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

o. **Immunities.** Nothing in this Agreement is intended to and Buyer does not hereby waive, release or relinquish any right to assert any of the defenses Buyer enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Buyer as to any claim or action of any person, entity, or individual against Buyer.

p. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

- (1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or

employee, of Buyer, or for any elected official, department head or employee or former elected official, department head or employee of Buyer, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an office of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Buyer.

- (2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Buyer, or any person associated therewith, as an inducement for the award of a subcontract or order.

q. **Nondiscrimination:** Seller/Contractor/Vendor, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement.

r. **Appendix II to CFR 200-Contract Provisions:** Pursuant to 2 CFR 200.236, a non-Federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Therefore, if applicable, the provisions of Appendix II to 2 CFR 200 are attached and incorporated by reference into this County contract should it be subject to Federal award.

EXECUTED effective as of the day and year first above written.

Buyer: HIDALGO COUNTY

By: _____
Hon. Richard F. Cortez, County Judge

ATTEST:

Hon. Arturo Guajardo, Jr., County Clerk

Seller: VENDOR'S NAME

By: _____
Printed Name: _____
Title: _____

APPROVED AS TO FORM:
Office of the Criminal District Attorney, Ricardo Rodriguez, Jr.

By: _____
_____, Assistant Criminal District Attorney
Chief-Civil Litigation Division

EXHIBIT “A”
REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET

DRAFT

EXHIBIT “B”
BID PAGE

DRAFT

**EXHIBIT “C”
CERTIFICATE OF INSURANCE**

DRAFT



HIDALGO COUNTY

REQUEST FOR BIDS

“Solar Light Project(s) in Precinct 1, commencing with Monte Alto, & Other Unincorporated Townships with a minimum population of 700 residents, Parks & Other Designated County Owned Properties”

RFB No.: 2019-295-12-18-YSS

RFB SUBMITTAL CHECKLIST

All forms listed below must be submitted in the RFB response. If forms are not submitted, your response may be considered non-responsive.

Indicate with a check mark (✓) the Forms completed and included in this response:

- _____ Last Page of Legal Notice
- _____ Exhibit “C”-Insurance Requirement Acknowledgement forms (last 2 pages)
- _____ Exhibit “D” - CIQ Form -Copy of County Clerk File Recording fee receipt (if applicable)
- _____ Exhibit “E” – Vendor/Bidder Application - W-9 Form – HUB/DBE
- _____ Exhibit “F” – Certification Regarding Debarment
- _____ Exhibit “H” – Required Contract Clauses for Contracts Under Federal Award 2 – CFR 200, Appendix II & FEMA (if applicable)
- _____ Exhibit “J” – Proposer’s Affidavit
- _____ SAMS.gov Registration Acknowledgement
- _____ One (1) Original (original must be one (1) sided and clearly marked as original), One (1) Copy and One (1) Electronic Copy in PDF format **including Exhibit B-Bid Page**

Signature

Date