WILLIAMSON COUNTY
1848

WILLIAMSON COUNTY

PROJECT CONSTRUCTION MANUAL

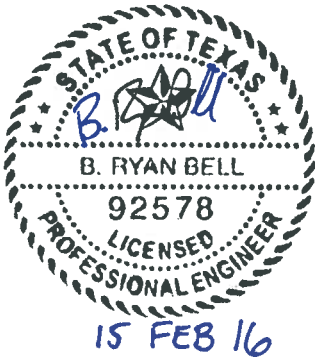
FOR

BILL PICKETT TRAIL

SOLICITATION 1601-045

WILLIAMSON COUNTY, TEXAS
PURCHASING DEPARTMENT
901 SOUTH AUSTIN AVENUE
GEORGETOWN, TEXAS 78626

FEBRUARY 2016



The enclosed Specifications, Special Specifications, Special Provisions, General Notes, and Specification Data in this document have been selected by me, or under my responsible supervision as being applicable to this project. Alteration of a sealed document without proper notification to the responsible engineer is an offense under the Texas Engineering Practice Act.

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SECTION 1
ADDENDA

ADDENDUM NO. __

Date:

Owner: **Williamson County, Texas**

Project Name:

Project No:

This Addendum forms a part of the Contract and clarifies, corrects or modifies the original Construction Documents, dated _____. Acknowledge receipt of this addendum in space provided on Bid Form. Failure to do so may subject bidder to disqualification.

DESCRIPTION OF ADDITION OR CHANGE:

This addendum consists of __ page(s).

_____
Approved by ENGINEER

END

SECTION 2
INVITATION FOR BIDS

PUBLIC NOTICE WILLIAMSON COUNTY
INVITATION FOR BIDS

Williamson County Commissioner's Court invites the submission of sealed bids for:

BILL PICKETT TRAIL

Williamson County is seeking qualified contractors to construct one mile of roadway consisting of grading, base, asphalt pavement, bridge, signing, concrete culvert, and pavement markings. Estimated time of completion is 100 calendar days to substantial completion, and 40 calendar days to final completion, with an estimated cost of $4,000,000.

Sealed bids will be publicly opened and read aloud in the Williamson County Purchasing Department, 901 South Austin Avenue, Georgetown, Texas on March 16, 2016 at 10:30 AM.

Bids must be received on or before March 16, 2016 at 10:30 AM.

Bid documents and plans may be viewed and responded to by registering with BIDSYNC at www.bidsync.com.

No fee is required to register with Bidsync as a Williamson County Supplier, or to participate in the County's solicitation process. The receipt of electronic bids will be registered in Bidsync.

The Time-Date Stamp Clock located at the Williamson County Purchasing Department will serve as the official clock for the purpose of verifying the date and time of receipt of Paper Bids.

There will be a Non-Mandatory Pre-Bid Conference on March 2, 2016 at 3:00 PM at Williamson County Purchasing Department, 901 South Austin Avenue, Georgetown, Texas.

BID BOND REQUIRED
A Cashier's Check, Certified Check, or acceptable Bidder's Bond in the amount of five percent (5%) of the Bid must accompany each Bid. Performance, Payment and Warranty Bonds will be required as designated in the bidding documents.

The Williamson County Commissioners' Court reserves the right to accept the lowest and best Bid as deemed by the Court, or reject any and/or all bids.

Bidder shall use per unit pricing. Payments will be made by check.

The designated Purchasing Agent for this Bid is Connie Singleton, Senior Purchasing Specialist, under the direction of Max Bricka, Purchasing Agent for Williamson County, 512-943-3553.

This notice is issued by order of the Williamson County Commissioners' Court on February 23, 2016; Dan A. Gattis, County Judge.

SECTION 3
BID INSTRUCTIONS/REQUIREMENTS

BID INSTRUCTIONS/REQUIREMENTS

All Bids must be received in the Williamson County Purchasing Department either hardcopy or electronically through BidSync.

Williamson County prefers and requests electronic submittal of this bid.

All electronic bids must be submitted via: www.bidsync.com

All interested Respondents are invited to submit a Bid in accordance with the Instructions and General Requirements, Bid Format, Bid Specifications, and Definitions, Terms and Conditions stated in this BID.

Electronic bids are requested, however paper bids will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Please note that a complete package must be submitted choosing one of the above two methods.

Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

If mailed or delivered in person, Bids are to be delivered in sealed envelope on or before the submittal deadline to:

Williamson County Purchasing Department
Attn: **BID NAME AND NUMBER**
901 South Austin Avenue
Georgetown, Texas 78626

Respondents should list the Bid Number, Bid Name, Name and Address of Respondent, and the Date of the Bid opening on the outside of the box or envelope.

Respondent should submit one (1) original; **AND** (2) two copies and (1) CD **OR** (1) USB copy of the Bid.

Williamson County will not accept any Bids received after the submittal deadline.
Williamson County will not accept any responsibility for Bids being delivered by third party carriers. Facsimile transmittals will NOT be accepted.

All questions should be submitted on the Bidsync site. Questions with their answers will be posted and updated on www.bidsync.com.

Any addenda and/or other information relevant to the Bid will be posted on: www.bidsync.com.

ALL BIDS MUST BE SUBMITTED ON THE FORMS PROVIDED IN THIS BID DOCUMENT. (May be replaced with a computer generated printout, if submitted in an identical format to the proposal).

FACSIMILE AND ELECTRONIC MAIL TRANSMITTALS SHALL NOT BE ACCEPTED.

1. All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. **This price must be good from the date of Bid opening through the completion of the project. Bids which do not state a fixed price will not be considered.** The Court may award a contract for the period implied or expressly stated in the lowest and best Bid.

2. All of the items listed are to be Free On Board to final destination **(FOB DESTINATION)** with all transportation charges if applicable to be included in the price, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB point.

3. It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Bids for any or all materials and/or services covered in this Bid request, and to waive informalities or defects in the Bid or to accept such Bid it shall deem to be in the best interest of Williamson County.

4. Funding: Funds for payment have been provided through the Williamson County budget approved by Commissioners Court for the 2006 Road Bond Program.

5. Late Bid: Bids received after submission deadline will be considered VOID AND UNACCEPTABLE and will be returned to the bidder unopened. Williamson County is not responsible for lateness or non-delivery of mail, carrier, etc. The date and time stamp of the Williamson County Purchasing Department shall be the official date and time of receipt.

6. Altering Bid: Bidders **cannot alter or amend bid** after submission deadline.

7. Sales Tax: Williamson County is by statute, exempt from the State Sales Tax and Federal Excise Tax.

8. Contract: This Bid, when properly accepted by Williamson County, shall constitute a contract equally binding between the successful bidder and Williamson County. No different or additional terms will become part of this contract.

9. Changes: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the Bid Package and or Bid Instructions/Requirements.

10. Delivery Times and Locations: The commodity and/or service covered by this Bid shall be as stated in the Bid Package.

11. Payments: The Construction Inspector will manage the Contractor payments. Invoices for the work specified in the Contract Documents will be submitted to the Construction Inspector. Upon satisfactory completion and acceptance of these invoices, the Construction Inspector will forward the invoices to the County via the GEC. County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date County receives the goods under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

    In the event that an error appears in an invoice submitted by Successful Bidder, County shall notify Successful Bidder of the error not later than the twenty first (21st) day after the date County receives the invoice. If the error is resolved in favor of Successful Bidder, Successful Bidder shall be entitled to receive interest on the unpaid balance of the invoice submitted by Successful Bidder beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, Successful Bidder shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date. As a minimum, invoices shall include:

    (1) Name, address, and telephone number of Contractor and similar information in the event the payment is to be made to a different address

    (2) County contract, Purchase Order, and/or delivery order number

    (3) Identification of items or service as outlined in the contract

    (4) Quantity or quantities, applicable unit prices, total prices, and total amount

    (5) Any additional payment information which may be called for by the Contract

    Payment inquiries should be directed to the Williamson County Auditor's Office, Accounts Payable Department:
    512-943-1573
    accountspayable@wilco.org

12. Conflict of Interest: No public official shall have interest in a contract, in accordance

with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. As of January 1, 2006 Vendors are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County website at the following link: http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx. The Williamson County Conflict of Interest Questionnaire is attached as a fillable form. This form must be completed, signed, and submitted with your bid (attached to the first Line Item of this bid) or completed electronically and signed electronically when entering your password in Bidsync.

13. Ethics: The bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.

14. Minimum Standards for Responsible Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

    a. have adequate financial resources, or the ability to obtain such resources as required;

    b. be able to comply with the required or proposed delivery schedule;

    c. have a satisfactory record of performance;

    d. be otherwise qualified and eligible to receive an award.

    Williamson County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

15. References: Williamson County **REQUIRES** bidder to supply with this Bid, a list of at least **three (3) references** where like services have been supplied by their firm. The Bidder References Form is attached as a fillable form in this bid document. This form must be completed and attached to the first line item on your bid or included with an all paper bid.

16. Bidder shall provide with this Bid response, all documentation required by this Bid. Failure to provide this information may result in rejection of the Bid.

17. Termination for Default: Williamson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Non-Performance of the bidder in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for commodities/services which are unsatisfactory. Contractors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

18. Contract Administration: Under this contract, Robert Daigh, Williamson County Sr. Director of Infrastructure or designee, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioners Court and the successful bidder or the Construction Inspector.

19. Purchase Order: Williamson County may generate a purchase order(s) to the successful bidder as products and/or services are required. The purchase order number must appear on all itemized invoices and/or request for payment.

20. Silence of Specifications: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

21. Contract Times and Liquidated Damages - Bidders must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the County, and to fully complete the project within the specified time stated in the proposal. Bidders must agree to pay liquidated damages in accordance with Special Provision 000-2332 per day to County for every day past the specified completion date stated in the proposal.

22. BIDS MUST BE: legible and of a quality that can be reproduced.

23. Bid forms that are included in the Bid package shall be used. **CHANGES to Bid forms made by bidders shall DISQUALIFY THE BID.** Exceptions to the Bid forms and or specifications shall be made on an **attachment** to the Bid package.

24. Workers Compensation Coverage Requirements: The Texas Labor Code, §406.096, requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity. The rule requires a governmental entity to timely obtain certificates of coverage and retain them for the duration of the project. The rule also sets out the language to be included in bid specifications and in contracts awarded by a governmental entity and the information required to be in the posted notice to employees. The rule is adopted under the Texas Labor Code, §402.061. The information provided below is a result of this rule. By submitting your bid to the county, you are acknowledging that this rule is a part of these bid specifications, and that you will observe and abide by all of the requirements outlined in the rule. You are further agreeing that should your bid or proposal be accepted by the Williamson County Commissioners' Court, the necessary certificates of coverage showing workers' compensation coverage, will be provided to the following name and address, prior to beginning work:

    Williamson County Purchasing Department
    901 South Austin Avenue
    Georgetown, Texas 78626

If you have any questions related to this ruling and/or requirement, you are encouraged to contact either the Williamson County Purchasing Department at (512) 943-1553, or you may call the Texas Workers' Compensation Commission at (512) 804-4000.

A. Definitions: The following words and terms, when used in this provision, shall have the following meanings. Terms not defined in this rule shall have the meaning defined in the Texas Labor Code, if so defined.

(1) Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees (including those subject to a coverage agreement) providing services on a project, for the duration of the project.

(2) Building or construction – Has the meaning defined in the Texas Labor Code, §406.096(e)(1).

(3) Contractor--A person bidding for or awarded a building or construction project by Williamson County.

(4) Coverage--Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(5) Coverage agreement--A written agreement on form TWCC-81, form TWCC-82, form TWCC-83, or form TWCC-84, filed with the Texas Workers' Compensation Commission which establishes a relationship between the parties for purposes of the Texas Workers' Compensation Act, pursuant to the Texas Labor Code, Chapter 406, Subchapters F and G, as one of employer/employee and establishes who will be responsible for providing workers' compensation coverage for persons providing services on the project.

(5) Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

(6) Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

(8) Project--Includes the provision of all services related to a building or construction contract for Williamson County.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project;

(2) no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify Williamson County in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services

on the project, for the duration of the project;

(2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; &

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within ten(10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from Williamson County.

25. **PERFORMANCE AND PAYMENT BONDS:** Chapter 262.032 and Chapter 2253.021 of the Texas Government Code governs the requirements for performance bonds and payment bonds for government entities making public work contracts. A performance bond is required if the contract is in excess of $50,000 and is to be made for the full amount of the contract. A payment bond is required if the contract is in excess of $25,000 and is to be made for the full amount of the contract. The bonds are to be executed within ten (10) days after receipt of written notification of award of contract prior to beginning work on the project and must be executed by a corporate surety or sureties in accordance with the Texas Insurance Code. In the event the bond exceeds $100,000.00, the surety must also (1) hold a certificate of authority from the United States secretary of the treasury to qualify as a surety on obligations permitted or required under federal law; or (2) have obtained reinsurance for any liability in excess of $100,000.00 from a reinsurer that is

authorized and admitted as are insurer in this state and is the holder of a certificate of authority from the United States secretary of the treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law.

In determining whether the surety or reinsurer holds a valid certificate of authority the County may rely on the list of companies holding certificates of authority as published in the Federal Register covering the date on which the bond is to be executed. If the public works contract is less than $50,000 the performance bond will not be required as long as the contract provides that payment is not due until the work is completed and accepted by the county. The purpose of a performance bond is for the protection of the government entity and is conditioned on the faithful performance of the work being done in accordance with the plans, specifications and contract documents. The payment bond is for the protection of persons supplying labor and materials to the contractor to ensure payment.

26. **BIDDERS BOND:** All bids shall be accompanied by a certified cashier's check upon a National or State bank in an amount not less than five percent (5%) of the total maximum bid price, payable without recourse to Williamson County, or a bid bond in the same amount from a reliable surety company, as a guarantee that the bidder will enter into a contract and execute performance and payment bonds, as stipulated by item 25 above, within ten (10) days after notice of award of contract to him. Bid guarantees must be submitted in the same sealed envelope with the bid. Bids submitted without check or bid bonds will not be considered.
Bidders are not required to use Surety 2000 for your Bid Bond supplier, however; when bidding electronically in Bidsync and using Surety 2000, you may import your bid bond directly from the Surety 2000 web site.
To use a different bond provider you MUST:

    1. Scan the completed bond
    2. Download the completed bond to the line item of this bid with your other required documents.

    Bid bonds must be attached to the line item of the electronic bid OR submitted in the same sealed envelope with a paper Bid.

27. All bid securities will be returned to the respective bidders within twenty-five (25) days after bids are opened, except those which the County elects to hold until the successful bidder has executed the contract. Thereafter, all remaining securities, including security of the successful bidder, will be returned within sixty (60) days.

28. Prior to submitting any bid, bidders are required to read the plans, specifications, bid, contract and bond forms carefully; to inform themselves by their independent research, test and investigation of the difficulties to be encountered and judge for themselves of the accessibility of the work and all attending circumstances affecting the cost of doing the work and the time required for its completion and obtain all information required to make an intelligent bid.

29. Should the bidder find discrepancies in, or omissions from the plans, specifications, or other documents, or should he/she be in doubt as to their meaning, he/she should notify at once the Project Engineer and may obtain clarification or addendum prior to submitting any bid.

30. In case of ambiguity or lack of clarity in the statement of prices in the bids, the county reserves the right to consider the most favorable analysis thereof, or to reject the bid. Unreasonable (or unbalanced) prices submitted in a bid may result in rejection of such bid or other bids.

31. Award of the contract, if awarded, will be made within sixty (60) days after opening of the bids and no bidder may withdraw his bid within said sixty (60) day period of time unless a prior award is made.

32. Within ten (10) days of written notification of award of the contract, the bidder shall execute and furnish to the County the performance bond, or letter of credit if applicable, and payment bond as required by item 25 above; and the Certificate of Insurance showing coverages in

accordance with contract documents. Failure to execute contract, Bonds and Certificate of Insurance shall be just cause for the annulment of the award. In case of the annulment of the award, the bid guarantee shall become the property of Williamson County, not as a penalty, but as a liquidated damage.

33. Any quantities given in any portion of the contract documents, including the plans, are estimates only, and the actual amount of work required may differ somewhat from the estimates. The basis for the payment shall be the actual amount of work done and/or material furnished.

34. **THE TEXAS HAZARD COMMUNICATION ACT**, Chapter 502 of the Health and Safety Code, Sec. 502.006, states that a chemical manufacturer or distributor shall provide appropriate Material Safety Data Sheets (MSDS) to employers who acquire hazardous chemicals in this state with each initial shipment and with the first shipment after a MSDS is updated. The MSDS must conform to the most current requirements of the OSHA standard in 29 CFR 1910.1200. By submitting your bid to the County you are acknowledging that this regulation is a part of this bid and that you will provide appropriate MSDS with each initial shipment and with the first shipment after a MSDS is updated.

35. **THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY** Under Revised Texas Hazard Communication Act (THCA) of 1993 states that it is the responsibility of all contractor/sub-contractors who bring hazardous chemicals onto county property to provide appropriate MSDS to the county at the work site. When exposure to a hazardous chemical is expected each contractor/sub-contractor shall be responsible for the appropriate training of their employees. For a copy of the Williamson County Hazard Communication Program Policy contact the Williamson County Unified Road & Bridge System Safety/Training Coordinator at 512/930-3330. By submitting your bid to the County you are acknowledging that this policy is a part of this bid and that you will provide appropriate MSDS to the county work site and provide for appropriate training as applicable.

36. **CERTIFICATE OF INTERESTED PARTIES TEXAS ETHICS COMMISSION (FORM 1295)** As of January 1, 2016, Bidders are responsible for complying with the Texas Government Code Section 2252.908. The law states that the County may not enter into certain contracts with a Bidder unless the Bidder submits a disclosure of interested parties to the County at the time the Bidder submits the signed contract to Williamson County.
On January 1, 2016, the Texas Ethics Commission made available on its website a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
The Low Bidder must:
    1. Use the online application to process the required information on Form 1295
    2. Print a copy of the form which will contain a unique certification number
    3. An authorized agent of the Bidder must sign the printed copy of the form
    4. and have the form notarized
    5. the completed Form 1295 and certification of filing must be filed (scanning and emailing form is sufficient) with Williamson County prior to award of the contract by Commissioners Court.

SECTION 4
BID FORM, BID AFFIDAVIT, BIDDER REFERENCES,
DISCLOSURE OF LOBBYING ACTIVITIES, &
CONFLICT OF INTEREST QUESTIONNAIRE

ALL REQUIRED DOCUMENTS MUST BE FILLED OUT AND SUBMITTED WITH BID

www.bidsync.com

FOLLOWING CONTRACT AWARD REQUIRED DOCUMENTS WILL BE INSERTED IN THIS SECTION

SECTION 5
STANDARD FORM OF AGREEMENT

STANDARD FORM OF AGREEMENT

STATE OF TEXAS

WILLIAMSON COUNTY

THIS STANDARD FORM OF AGREEMENT (the "Agreement") is by and between WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter called "County") and _____ (hereinafter called "Contractor").

The County and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. Work

Contractor shall complete all Work as specified or indicated in the Contract Documents. The "Project" is generally described as follows:

Project No. **1601-045 – BILL PICKETT TRAIL**

Article 2. Engineer of Record

The Project has been designed by **K FRIESE & ASSOCIATES, INC.**, who is hereinafter called the "Engineer of Record" and who is to act as the County's design professional.

Article 3. Contract Time

The Work shall be Substantially Completed in **100** calendar days (the "Contract Time"). Following Substantial Completion, the Contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion within the time specified in the Special Conditions.

Article 4. Contract Price

County shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 4.1 below (the "Contract Price"):

4.1 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the Bid Form, and as totaled below:

TOTAL OF ALL UNIT PRICES_____ $_____(dollars)
(insert words)

As provided in the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by the Engineer of Record.

Article 5. Contractor's Representations

In order to induce County to enter into this Agreement, Contractor makes the following representations:

5.1 Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including the "technical data".

5.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

5.3 Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

5.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that the County and Engineer of Record do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.

5.5 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

5.6 Contractor has given Engineer of Record written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer of Record is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and

convey understanding of all terms and conditions for performance and furnishing of the Work.

5.7 Contractor represents and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of its obligations under the Contract Documents.

5.8 Contractor warrants, represents, and agrees that if (i) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver this Agreement, and the individual executing the Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor; or (ii) if it is a partnership, limited partnership, or limited liability partnership, then it has all necessary partnership power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations under the Contract Documents; and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

5.9 Neither the execution and delivery of this Agreement by Contractor nor the performance of its obligations under the Contract Documents will result in the violation of any provision, if a corporation, of its articles of incorporation or by-laws, if a limited liability company, of its articles of organization or regulations, or if a partnership, by any partnership agreement by which Contractor is bound, or any agreement by which Contractor is bound or to the best of the Contractor's knowledge and belief, will conflict with any order or decree of any court or governmental instrumentality relating to Contractor.

5.10 Except for the obligation of the County to pay Contractor the Contract Price pursuant to the terms of the Contract Documents, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth in the Contract Documents, County shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of County to Contractor, no present or future partner or affiliate of County or any agent, officer, director, or employee of County, or of the various departments comprising Williamson County, or anyone claiming under County has or shall have any personal liability to Contractor or to anyone claming through or under Contractor by reason of the execution or performance of this Agreement.

Article 6. Contract Documents

The "Contract Documents," which comprise the entire agreement between the County and Contractor concerning the Work, consist of the following:

6.1 This Standard Form of Agreement

6.2 Performance Bond

6.3 Payment Bond

6.4 Maintenance Bond

6.5 Certificate of Insurance

6.6 Wage Rates

6.7 General Conditions

6.8 Special Conditions

6.9 Technical Specifications

6.10 Plan Drawings

6.11 Addenda numbers _____ to _____, inclusive

6.12 Contractor's Bid Affidavit and Bid Form

6.13 Documentation submitted by Contractor prior to Notice of Award.

6.14 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to applicable sections in the General Conditions.

The documents listed in paragraphs 6.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

Article 7. Miscellaneous

7.1 Terms used in this Agreement, which are defined in the General Conditions, will have the meanings indicated in the General Conditions.

7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

7.3 The County and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

7.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the County and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken position.

7.5 Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

7.6 The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement 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; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

7.7 This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

7.8 Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

7.9 Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

7.10 Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

7.11 To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

7.12 County and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to the County, Contractor and Engineer of Record. All portions of the Contract Documents have been signed, initialed or identified by County and Contractor or identified by Engineer of Record on their behalf.

7.13 This Agreement and the Contract Documents represent the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

This Agreement will be effective on _____, 20_____ (which is the "Effective Date" of the Agreement).

COUNTY_____	CONTRACTOR_____
By:_____	By: _____
Dan A. Gattis, Williamson County Judge	Title: _____
	[CORPORATE SEAL]
Attest_____	Attest_____

SECTION 6
WAGE RATES

WAGE RATES

Contractor must pay all workers not less than the prevailing wage rate for Williamson County, Texas.

General Decision Number: TX150016 01/02/2015 TX16

Superseded General Decision Number: TX20140016

State: Texas

Construction Types: Heavy and Highway

Counties: Atascosa, Bandera, Bastrop, Bell, Bexar, Brazos, Burleson, Caldwell, Comal, Coryell, Guadalupe, Hays, Kendall, Lampasas, McLennan, Medina, Robertson, Travis, Williamson and Wilson Counties in Texas.

HEAVY (excluding tunnels and dams, not to be used for work on Sewage or Water Treatment Plants or Lift / Pump Stations in Bell, Coryell, McClennon and Williamson Counties) and HIGHWAY Construction Projects

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of $10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015

* SUTX2011-006 08/03/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures)	$ 12.56	
ELECTRICIAN	$ 26.35	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.94	
Structures	$ 12.87	
LABORER		
Asphalt Raker	$ 12.12	
Flagger	$ 9.45	

Laborer, Common.....$ 10.50
Laborer, Utility.....$ 12.27
Pipelayer.....$ 12.79
Work Zone Barricade
Servicer.....$ 11.85
PAINTER (Structures).....$ 18.34

POWER EQUIPMENT OPERATOR:
Agricultural Tractor.....$ 12.69
Asphalt Distributor.....$ 15.55
Asphalt Paving Machine.....$ 14.36
Boom Truck.....$ 18.36
Broom or Sweeper.....$ 11.04
Concrete Pavement
Finishing Machine.....$ 15.48
Crane, Hydraulic 80 tons
or less.....$ 18.36
Crane, Lattice Boom 80
tons or less.....$ 15.87
Crane, Lattice Boom over
80 tons.....$ 19.38
Crawler Tractor.....$ 15.67
Directional Drilling
Locator.....$ 11.67
Directional Drilling
Operator.....$ 17.24
Excavator 50,000 lbs or
Less.....$ 12.88
Excavator over 50,000 lbs...$ 17.71
Foundation Drill, Truck
Mounted.....$ 16.93
Front End Loader, 3 CY or
Less.....$ 13.04
Front End Loader, Over 3 CY.$ 13.21
Loader/Backhoe.....$ 14.12
Mechanic.....$ 17.10
Milling Machine.....$ 14.18
Motor Grader, Fine Grade....$ 18.51
Motor Grader, Rough.....$ 14.63
Pavement Marking Machine....$ 19.17
Reclaimer/Pulverizer.....$ 12.88
Roller, Asphalt.....$ 12.78
Roller, Other.....$ 10.50
Scraper.....$ 12.27
Spreader Box.....$ 14.04
Trenching Machine, Heavy....$ 18.48

Servicer.....$ 14.51

Steel Worker
Reinforcing.....$ 14.00
Structural.....$ 19.29

TRAFFIC SIGNAL INSTALLER

Traffic Signal/Light Pole
Worker.....$ 16.00

TRUCK DRIVER
Lowboy-Float.....$ 15.66
Off Road Hauler.....$ 11.88
Single Axle.....$ 11.79
Single or Tandem Axle Dump
Truck.....$ 11.68
Tandem Axle Tractor w/Semi
Trailer.....$ 12.81

WELDER.....$ 15.97

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response

from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION
&#65533;

SECTION 7
PERFORMANCE BOND

PERFORMANCE BOND

STATE OF TEXAS
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That _____

_____of the City of _____

County of _____, and State of _____, as principal, and

_____

authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto Williamson County (County), in the penal sum of

_____Dollars

($_____) for the payment whereof, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written Agreement with the County, dated the _____day of _____, 20_____(the "Agreement"), to which the said Agreement, along with the Contract Documents referenced therein are hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said Agreement and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by the Agreement agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Agreement and the Contract Documents hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work performed thereunder, or to the Contract Documents referenced therein, shall in anyway affect the obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration or addition to the terms on the Agreement, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20___.

_____	_____
PRINCIPAL	SURETY
_____	_____
SIGNATURE	SIGNATURE
_____	_____
NAME & TITLE	NAME & TITLE
_____	_____
ADDRESS	ADDRESS
_____	_____
(_____) _____	(_____) _____
PHONE NUMBER	PHONE NUMBER

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

_____

_____

(_____) _____	_____
PHONE NUMBER	SIGNATURE OF LICENSED LOCAL RECORDING AGENT appointed to countersign on behalf of Surety (Required by Art. 21.09 of the Insurance Code)

****

I,_____, having executed Bonds
SIGNATURE

for _____ do hereby affirm I have
NAME OF SURETY

verified that said Surety is now certified with Authority from either: (a) the Secretary of the Treasury of the United States if the project funding includes Federal monies; or (b) the State of Texas if none of the project funding is from Federal sources; and further, said Surety is in no way limited or restricted from furnishing Bond in the State of Texas for the amount and under conditions stated herein.

SECTION 8
PAYMENT BOND

PAYMENT BOND

STATE OF TEXAS
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That _____

_____of the City of _____

County of _____, and State of _____, as Principal (hereinafter referred to as the "Principal"), and

_____
authorized under the laws of the State of Texas to act as Surety on bonds for principals (hereinafter referred to as the "Surety"), are held and firmly bound unto Williamson County, (hereinafter referred to as the "County"), in the penal sum of

_____Dollars

($_____) for the payment whereof, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written agreement with the County, dated the _____ day of _____, 20_____, to _____

_____ (hereinafter referred to as the "Agreement"), which said Agreement and the Contract Documents incorporated therein are hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the Work provided for in said Agreement, then, this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the Work performed thereunder, or to the other Contract Documents accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of such change, extension of time, alteration or addition to the terms of the Agreement, or to the work to be performed thereunder or to the other Contract Documents accompanying the same.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20___.

_____	_____
PRINCIPAL	SURETY
_____	_____
SIGNATURE	SIGNATURE
_____	_____
NAME & TITLE	NAME & TITLE
_____	_____
ADDRESS	ADDRESS
_____	_____
(_____) _____	(_____) _____
PHONE NUMBER	PHONE NUMBER

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

_____

_____

(_____) _____	_____
PHONE NUMBER	SIGNATURE OF LICENSED LOCAL RECORDING AGENT appointed to countersign on behalf of Surety (Required by Art. 21.09 of the Insurance Code)

SECTION 9
MAINTENANCE BOND

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That _____
(NAME OF CONTRACTOR)

_____

as principal, hereinafter called "CONTRACTOR" and _____

_____
(NAME OF SURETY)

a corporation organized under the laws of _____
as Surety, hereinafter called "SURETY", do hereby expressly acknowledge themselves to be held and bound to pay unto WILLIAMSON COUNTY as Obligee, a political subdivision of the State of Texas, hereinafter called "COUNTY", the sum of (20% of total construction contract amount)

_____
(INSERT WORDS)
_____ Dollars ($_____) for the payment of which sum well and truly to be made unto said COUNTY and its successors, said principal and sureties do hereby bind themselves, their assigns, and successors jointly and severally.

This obligation is conditioned, however, that whereas said CONTRACTOR has by written Agreement dated _____ , 20 _____ , entered into an agreement with said COUNTY to build and construct _____

_____

which said Agreement and the Contract Documents therein mentioned and adopted by the COUNTY are hereby expressly made a part thereof as though the same were written and embodied herein.

WHEREAS, under the terms and conditions of the Agreement, specifications and other Contract Documents, it is provided that the CONTRACTOR shall maintain and keep in good repair the Work constructed and/or equipment furnished by it as contemplated by the plan drawings, specifications, and other Contract Documents, and perform for a period of 2 years from the date of acceptance as shown on the "Certificate of Completion" issued by the ENGINEER, or the date of Final Payment by the COUNTY if a separate Certificate of Completion is not issued, all necessary repairs, reconstruction and renewal of any part of said construction, and to furnish the labor and materials to make good and to repair any defective condition growing out of or on account of the breakage or failure of any substance or the improper function of any part of the construction work. The CONTRACTOR shall reimburse the COUNTY for the costs of all engineering and special services required to be furnished by the COUNTY which are directly attributable to the restoration of the constructed work. Said maintenance contemplates the complete restoration of the constructed work to a functional use during the said period as set forth above. It is the intended purpose of this section to require the correction of all defective conditions resulting from materials furnished or work and labor performed by the CONTRACTOR under the conditions prescribed by the Agreement, plans and specifications and other Contract Documents; and in case the CONTRACTOR shall fail or refuse to commence and actively pursue such corrections within ten (10) days after proper written notifications have been furnished to it by the COUNTY, it is agreed that the COUNTY may do said work and supply such materials and the said CONTRACTOR and SURETY herein shall be liable for the payment of all costs thereby incurred.

NOW THEREFORE, if the said CONTRACTOR shall keep and perform its said agreement to maintain said work and keep the same in good repair for the said maintenance period as provided above, then these presents shall be null and void and have no further effect, but if default shall be made by the

CONTRACTOR in the performance of its Agreement to maintain and repair said work, then these presents shall have full force and effect and the COUNTY shall have and recover from the said CONTRACTOR and its sureties damages in the premises, as provided, and it is further understood and agreed that this obligation shall be a continuing one against the principal and sureties hereon, and that successive recoveries may be had hereon for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner affected from any cause during said time.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20 ____

PRINCIPAL	PHONE NO.
SIGNATURE	(SEAL)
NAME & TITLE	WITNESS OR ATTEST TO SEAL
SURETY	PHONE NO.
SIGNATURE	(SEAL)
NAME & TITLE	WITNESS OR ATTEST TO SEAL

SIGNATURE OF LICENSED LOCAL RECORDING AGENT
appointed to countersign on behalf of Surety

SECTION 10
CERTIFICATE OF INSURANCE

CERTIFICATE OF INSURANCE

TO: DATE:_____

_____ Project No.:_____
(COUNTY)

_____ Type of _____

_____ Project:_____
(ADDRESS)

THIS IS TO CERTIFY THAT _____
(Name and address of insured)

is, at the date of this certificate, insured by this Company with respect to the business operations hereinafter described for the types of Insurance and in accordance with the provisions of the standard policies used by this Company, and further hereinafter described. Exceptions to the standard policy noted on reverse side hereof.

TYPE OF INSURANCE	POLICY NO.	EFFECTIVE	EXPIRES	LIMITS OF LIABILITY	
Workmen's Compensation					
				1 Person	$
Public Liability				1 Accident	$
Contingent				1 Person	$
Liability				1 Accident	$
Property Damage					
Builder's Risk					
Automobile					
Other					

The foregoing Policies (do) (do not) cover all sub-contractors.

Locations Covered:_____

Descriptions of Operations Covered:_____

The above policies either in the body thereof or by appropriate endorsement provide that they may not be changed or canceled by the insurer in less than five days after the insured has received written notice of such change or cancellation.

Where applicable local laws or regulations require more than five days actual notice of change or cancellation to the assured, the above policies contain such special requirements, either in the body thereof or by appropriate endorsement thereto attached.

_____
(Name of Insurer)

By:_____

Phone No. (___) _____ Title:_____

SECTION 11
GENERAL CONDITIONS OF AGREEMENT

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General Conditions of Agreement

1. Definition of Terms

For purposes of the Contract Documents, the following terms shall have the meanings set forth herein:

1.01 The Agreement

The term the "Agreement" shall mean Standard Form of Agreement by and between County and Contractor relating to the Work and the construction of the Project.

1.02 County

Williamson County, Texas, being a political subdivision of the State of Texas, is the entity identified in the Agreement and hereinafter referred to as the "County." Nothing contained in the Contract Documents shall create any contractual or agency relationship between any parties other than the County and the Contractor.

1.03 Department

The "Department" shall mean the Texas Department of Transportation (TxDOT).

1.04 Contractor

The term the "Contractor" shall mean the successful bidder that enters into the Agreement with the County for the construction of the Work and the Project defined by the Contract Documents.

1.05 Engineer

The term the "Engineer" shall mean the County Engineer or the authorized representative of the County Engineer.

1.06 General Engineering Consultant (GEC)

The term the "General Engineering Consultant" or "GEC" shall mean the consulting engineering firm representing and assisting the County in the design, review, and coordination of the design and construction phases of the Project. The GEC shall be responsible for the construction oversight of the Project.

1.07 Construction Observer

The "Construction Observer" or the "Observer" shall mean the County's employee or a contracted consultant who performs construction engineering and inspection services for the Project.

1.08 Construction Representative

The "Construction Representative" shall mean the GEC's designated field representative

during construction of the Project which shall provide for coordination and assistance of the construction observation effort.

1.09 Engineer of Record

The term "Engineer of Record" shall mean the County's design professional, who shall provide professional engineering design services for the Project.

1.10 Contract Documents

The "Contract Documents" shall consist of the Special Conditions, Notice for Bidders, Proposal, the fully executed Agreement, Performance and Payment Bonds, Maintenance Bond, Special Bonds (when required), General Conditions, Technical Specifications or Specifications, Plans and all modifications thereof incorporated in any such documents before the execution of the Agreement and all modifications that are made, in accordance with the Contract Documents, following the execution of the Agreement.

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. In case of conflict between any of the Contract Documents, priority of interpretation shall be in the following order: Fully Executed Agreement, Performance and Payment Bonds, Maintenance Bond, Special Bonds (if any), Proposal, General Conditions, Special Conditions, Technical Specifications or Specifications, and Plans.

1.11 Subcontractor

The term "Subcontractor", as employed herein, includes only those having a direct contract with the Contractor. It includes one who furnishes material worked to special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.

1.12 Sub-Subcontractor

The term "Sub-Subcontractor" means one who has a direct or indirect contract with a Subcontractor to perform any of the Work at the site. It includes one who furnishes material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.

1.13 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual or to an officer of the entity for whom it is intended, or if delivered to or sent by registered mail to the last business address known to it who gives the notice.

1.14 Work

The Contractor shall provide and pay for all materials, machinery, equipment, tools, superintendence, labor, services, insurance, and all water, light, power, fuel, transportation and other facilities necessary for the execution and completion of the work covered by the Contract Documents (collectively known as the "Work"). Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. The

Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words which, when so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standards.

1.15 Extra Work

The term "Extra Work" as used in the Contract Documents shall be understood to mean and include all work that may be required by the County to be done by the Contractor to accomplish any change, alteration or addition to the Work shown upon the plans, or reasonably implied by the specifications, and not covered by the Contractor's Proposal, except as provided under Section 2.13 "Changes and Alterations" herein.

1.16 Working Day

The term "Working Day" is defined as any day not including Saturdays, Sundays or any legal holidays, in which weather or other conditions, not under the control of the Contractor, will permit construction of the principal units of the Work for a period of not less than seven (7) hours between 7:00 a.m. and 6:00 p.m.

1.17 Calendar Day

The term "Calendar Day" is defined as any day of the week or month, no days being excepted.

1.18 Substantially Completed

The term "Substantially Completed" or "Substantial Completion" shall be understood to mean that all Project Work (or the work for a specified phase of the Project) requiring lane or shoulder closures or obstructions is completed, and traffic is following the lane arrangement as shown on the plans for the finished roadway (or the specified phase of work). Additionally, all pavement construction, resurfacing, traffic control devices, and pavement markings shall be in their final position (or as called for on the plans for the specified phase of work) at such time; provided, however, the Engineer may make an exception as to the permanent pavement markings being in their final position provided that, in the Engineer's sole discretion, the lack of markings does not cause a disruption to traffic flow or an unsafe condition for the traveling public, and work zone pavement markings are in place.

1.19 Notice of Substantial Completion

Notice issued to the Contractor by the Observer or County's Representative acknowledging Substantial Completion of the Project, signifying the end of time charges.

1.20 Certificate of Completion

Certificate issued to the Contractor by the Observer acknowledging "Final Completion" of the Project, as determined by completion of the Punch List, from which time the warranty period for the Project shall begin. The issuance of the Certificate of Completion shall serve as evidence of "Final Completion" and such certificate shall relieve the Contractor of ownership responsibilities for the Project, except for repair of damage caused by the Contractor or by the Contractor's operations to existing facilities or completed and substantially accepted work.

1.21 Certificate of Acceptance

Certificate issued to the Contractor by the County acknowledging final acceptance and purchase of the Project.

1.22 Project

The "Project" shall mean and include the Project defined, described and set forth in the Agreement.

1.23 Contract Time

The "Contract Time" shall mean the amount of time in which the Work shall be Substantially Completed. The number of days allotted for the Contract Time shall be specifically set forth in the Agreement.

1.24 Contract Price

The "Contract Price" shall mean the amount that the County shall pay the Contractor for completion of the Work in accordance with the Contract Documents. The specific amount of the Contract Price shall be determined pursuant to the terms of the Contract Documents.

2. Responsibilities of the Engineer and the Contractor

2.01 County-Observer Relationship

The Observer will be the County's contracted consultant during construction. The duties, responsibilities and limitations of authority of the Observer as the County's representative during construction are as set forth in the Contract Documents and/or the Agreement for Construction Engineering and Inspection Services and shall not be extended or limited without written consent of the County or the Observer. The Observer will advise and consult with the County and the GEC, and all of the County's instructions to the Contractor shall be issued through the Observer.

2.02 Professional Observation by the Construction Observer

The Observer shall be on the jobsite when work is being performed to provide construction engineering inspections of the Work performed by the Contractor. In addition to performing material testing on behalf of the County, the Observer shall review the progress of the executed Work and to determine if such Work meets the essential performance and design features and the technical and functional engineering requirements of the Contract Documents; provided and except, however, that the Observer shall not be responsible, directly or indirectly, for the Contractor's construction means, methods, techniques, sequences, quality, procedures, programs, safety precautions or lack of same incident thereto or in connection therewith. Notwithstanding any other provision of the Contract Documents, the Engineer and the Observer shall not be responsible or liable for any acts, errors, omissions or negligence of the Contractor, any Subcontractor or any of the Contractor's or Subcontractor's agents, servants or employees or any other person, firm or corporation performing or attempting to perform any of the Work.

2.03 Payments for Work

The Observer shall review the Contractor's applications for payment and supporting data, determine the amount owed to the Contractor and recommend, in writing to the GEC for review, payment to the Contractor in such amounts; such recommendation of payment to the Contractor constitutes a representation to the County of the Observer's professional judgment that the Work has progressed to the point indicated to the best of its knowledge, information and belief, but such recommendation of an application for payment to the Contractor shall not be deemed as a representation by the Observer that the Observer has made any examination to determine how or for what purpose the Contractor has used the monies paid on account of the Contract Price.

2.04 Initial Determinations

The Observer initially shall determine all claims, disputes and other matters in question between the Contractor and the County relating to execution or progress of the Work or interpretation of the Contract Documents. The Observer's decision shall be rendered in writing to the GEC for review within a reasonable time, which shall not be construed to be less than ten (10) days.

2.05 Objections

In the event the Observer renders any decision which, in the opinion of either party hereto, is not in accordance with the meaning and intent of the Contract Documents, either party may file with the Observer its written objection to the decision within thirty (30) days of such decision by the Observer, and by such action may reserve the right to submit the question so raised to litigation as hereinafter provided.

2.06 Lines and Grades

Unless otherwise specified, all lines and grades shall be furnished by the Contractor at its own expense. Whenever necessary, construction work shall be suspended to permit performance of this work, but such suspension will be as brief as practicable and the Contractor shall be allowed no extra compensation therefore.

2.07 Contractor's Duty and Superintendence

The Contractor shall give adequate attention to the faithful prosecution and completion of the Work subject of the Contract Documents and shall keep on the Project site, at all times during its progress, a competent Superintendent and any necessary assistants to supervise and direct the Work. The Superintendent shall represent the Contractor in its absence and all directions given to the Superintendent shall be as binding as if given to the Contractor.

The Contractor is and at all times shall remain an independent contractor, solely responsible for the manner and method of completing its work under the Contract Documents, with full power and authority to select the means, method and manner of performing such work, so long as such methods do not adversely affect the completed improvements, the County and the Observer being interested only in the result obtained and conformity of such completed improvements with the Contract Documents.

Likewise, the Contractor shall be solely responsible for the safety of itself, its employees and other persons, as well as for the protection and safety of the improvements being erected and its property or any other person's property, as a result of its operations under the Contract Documents. Engineering construction drawings and specifications, as well as any additional information concerning the Work to be performed passing from or through the Observer, shall not be interpreted as requiring or allowing the Contractor to deviate from the Contract documents, the plans and specifications; the intent of such drawings, specifications and any other such information being to define with specificity the agreement of the parties as to the Work the Contractor is to perform.

Any review of work in process, or any visit or observation and inspection during construction, or any clarification of plans and specifications, by the Observer or the County, or any agent, employee, or representative of either of them, whether through personal observation or inspection on the Project site or by means of approval of shop drawings for temporary construction or construction processes, or by other means or methods, is agreed by the Contractor to be for the purpose of observing the extent and nature of work completed or being performed, as measured against the drawings and specifications constituting the Contract Documents, or for the purpose of enabling the Contractor to more fully understand the plans and specifications so that the completed construction work will conform thereto, and shall in no way relieve the Contractor from full and complete responsibility for the proper performance of its work on the Project, including but not limited to the propriety of means and methods of the Contractor in performing in accordance with the Contract Documents, and the adequacy of any designs, plans or other facilities for accomplishing such performance. Deviation by the Contractor from plans and specifications that may have been in evidence during any such visitation or observation by the Observer, the Engineer, or any of their representatives, whether called to the Contractor's attention or not, shall in no way relieve the Contractor from its responsibility to complete all work in accordance with the Contract Documents.

2.08 Contractor's Understanding

It is understood and agreed that the Contractor has, by careful examination, satisfied itself as to the nature and location of the Work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the Work, the general and local conditions, and all other matters which can in any way affect the Work under the Contract Documents.

2.09 Character of Workers

The Contractor agrees to employ only orderly and competent workers, skillful in the performance of the type of work required under the Contract Documents, to do the Work; and agrees that whenever the Observer shall inform it in writing that any workers on the Work are, in its opinion, incompetent, unfaithful or disorderly, or refuse instructions from the Observer in the absence of the Superintendent, such worker shall be discharged from the Work and shall not again be employed on the Work without the Observer's written consent. No illegal alien may be employed by any Contractor for work on this Project, and a penalty

of $500.00 per day will be assessed for each day and for each illegal alien who works for the Contractor at this Project.

2.10 Shop Drawings

The Contractor shall submit to the Observer, with such promptness as to cause no delay in its own work or in that of any other contractor, a minimum of four (4) stamped/reviewed copies, unless otherwise specified, of all shop and/or setting drawings and schedules required for the work of the various trades, and the Engineer of Record shall pass upon them with reasonable promptness, making desired corrections. Note: A single copy of the reviewed drawings shall be retained by the reviewer, the County, and the County's Representative for their records. The Contractor may not submit more than four different shop drawing plans for review in any one week. The Engineer of Record shall return the shop drawings to the Contractor, via the GEC, within three (3) weeks of its having received them, with appropriate comments. The Contractor shall make any corrections required by the Engineer of Record, file with it two (2) corrected copies and furnish such other copies as may be needed. The Engineer of Record's approval of such drawings or schedules shall not relieve the Contractor from responsibility for deviations from drawings or specifications, unless the Contractor has in writing called the Engineer of Record's attention to such deviations at the time of submission, nor shall it relieve Contractor from responsibility for errors of any sort in shop drawings or schedules. It shall be the Contractor's responsibility to fully and completely review all shop drawings to ascertain their effect on its ability to perform the required work in accordance with the Contract Documents and within the time for completion thereof. Any shop drawings which are required for temporary supports must be signed and sealed by an Engineer registered in the State of Texas.

Such review by the Engineer of Record shall be for the sole purpose of determining the sufficiency of said shop drawings or schedules to result in finished improvements in conformity with the plans and specifications, and shall not relieve the Contractor of its duties and obligations, as an independent contractor, set forth in the Contract Documents. It is hereby expressly understood and agreed that the Engineer of Record does not assume any duty to pass upon the propriety or adequacy of such drawings or schedules, or any means or methods reflected thereby, in relation to the safety of either person or property during the Contractor's performance hereunder.

2.11 Preliminary Approval

The Observer shall not have the power to waive the obligations of the Contract Documents for the furnishing by the Contractor of good material, and of its performing good work as herein described, and in full accordance with the Contract Documents. No failure or omission of the Observer to discover, object to or condemn any defective work or material shall release the Contractor from the obligations to fully and properly perform in full accordance with the Contract Documents, including without limitation, the obligation to at once tear out, remove and properly replace any defective work or material at any time prior to final acceptance upon the discovery of said defective work or material; provided, however, that the Observer shall, upon request of the Contractor, inspect and accept or reject any material furnished, and in the event the material has been once accepted by the Observer,

such acceptance shall be binding on the County unless it can be clearly shown that such material furnished does not meet the specifications for this work.

Any questioned work may be ordered to be taken up or removed for re-examination by the Observer, prior to final acceptance, and if found not in accordance with the plans and/or specifications for said work, all expenses relating to the removing, re-examination and replacement shall be solely borne by the Contractor. Otherwise, if the questioned work is found to be in accordance with the plans and/or specifications for said work, the expense thus incurred shall be allowed as Extra Work and shall be paid for by the County; provided, however, where inspection or approval is specifically required by the specifications prior to performance of certain work, should the Contractor proceed with such work without requesting prior inspection or approval, the Contractor shall bear all expense of taking up, removing, and replacing this work if so directed by the Observer.

2.12 Defects and Their Remedies

It is further agreed that if the Work or any part thereof, or any material brought on the site of the Work for use in the Work or selected for the same, shall be deemed by the Observer as unsuitable or not in conformity with the Contract Documents, or the intent thereof, the Contractor shall, after receipt of notice thereof from the Observer, forthwith remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with the Contract Documents.

2.13 Changes and Alterations

The Contractor further agrees that the County may make such changes and alterations as the County may see fit in the line, grade, form, dimensions, plans or materials for the Work herein contemplated, or any part thereof, either before or after the beginning of the construction, without affecting the validity of the Contract Documents.

If such changes or alterations diminish the quantity of the Work to be done, they shall not constitute the basis for a claim for damages or anticipated profits on the Work that may be dispensed with, except as provided for unit price items under Section 5 “Measurement and Payment”. If the amount of work is increased, and the Work can fairly be classified under the specifications, such increase shall be paid for according to the quantity actually done and at the unit price, if any, established for such work under the Contract Documents, except as provided for unit price items under Section 5 “Measurement and Payment”. Otherwise, such additional work shall be paid for as provided under Extra Work. In the event the County makes such changes or alterations as shall make useless any work already done or material already furnished or used in said work, then the County shall compensate the Contractor for any material or labor so used, and for any actual loss occasioned by such change, due to actual expense incurred in preparation for the Work as originally planned.

3. General Obligations and Responsibilities

3.01 Keeping of Plans and Specifications Accessible and Keeping a Superintendent on the Project Site

The Contractor shall keep one (1) copy of the plans and specifications constantly accessible on the Work, with the latest revisions noted thereon. The Contractor shall give the Work its constant attention to facilitate the progress thereof and shall cooperate with the Construction Observer in every way possible. The Contractor shall designate, to the Construction Observer in writing, the name of a Superintendent, employed by the firm, regardless of how much of the Work may be sublet. The Superintendent will be available at all time. In the event a competent superintendent is not available, the Construction Observer may suspend work until one is available.

3.02 Ownership of Documents

All drawings, specifications and copies thereof furnished by the Engineer of Record shall not be reused on other work, and, with the exception of the signed contract sets, are to be returned to the Engineer of Record on request, at the completion of the work. All models, drawings, specifications and copies thereof are the property of the County.

3.03 Adequacy of Design

It is understood that the County believes it has employed competent engineers and designers. It is therefore agreed that the County and Engineer shall be responsible for the adequacy of the design, sufficiency of the Contract Documents, the safety of the structure and the practicability of the operations of the completed project provided that the Contractor has complied with the requirements of the said Contract Documents, all approved modifications thereof, and additions and alterations thereto approved in writing by the County. The burden of proof of such compliance shall be upon the Contractor to show that it has complied with the said requirements of the Contract Documents, approved modifications thereof, and all approved additions and alterations thereto.

The paper copies of the Contract Documents are considered to be the official contract documents. Any request by the Contractor and use thereof of electronic or digital information, including engineering design and survey files, shall be at the sole risk and legal responsibility of the Contractor. Neither the County nor the Engineer of Record makes any warranty or representation as to the compatibility of the files provided with other software programs, nor shall they be held responsible for subsequent uses of the data by the Contractor or anyone who may obtain the data from the Contractor. **THE CONTRACTOR SHALL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD THE COUNTY ITS AGENTS, EMPLOYEES, OR REPRESENTATIVES AND THE ENGINEER OF RECORD HARMLESS FROM ANY AND ALL CLAIMS, SUITS, LIABILITY, DEMANDS OR COSTS ARISING OUT OF OR RESULTING FROM SUCH USE.** Because data stored on electronic media can deteriorate undetected or be modified undetected, neither the County nor the Engineer of Record can be held liable for the completeness or correctness of the electronic data once in possession of the Contractor.

3.04 Contractor's Responsibility for Work

Until the issuance of the Certificate of Completion for the Project, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non execution of the Work.

In case of suspension of work for any cause, the Contractor shall be responsible for the preservation of all materials. The Contractor shall provide suitable drainage of the roadway in good and passable condition until Final Completion, except as outlined below for opening the roadway to traffic.

Whenever, in the opinion of the Observer, any roadway or portion thereof is in suitable condition for travel, it shall be opened to traffic; provided, however, such opening shall not be held to be, in any way, the final acceptance of the roadway or any part thereof or be held as a waiver of any of the provisions of the Contract Documents. Where it is considered by the Observer to be in the public interest and so ordered in writing by the Observer, any Substantially Completed roadway or portion thereof may be opened to traffic as follows:

(1) When both required by plans, job sequence or the approved traffic control plan, and when the County accepts responsibility for maintaining such portion of the roadway opened to traffic.
(2) When work is suspended for a period of time at the convenience of the County, the County will assume the responsibility for maintaining the entire roadway during the period of suspension; or
(3) When the roadway or portion thereof is opened to traffic during construction operations at the convenience of the County, the County will assume responsibility for the maintenance of the traveled way and shoulders during the period in which it is opened to traffic.

The County, in assuming responsibility for maintenance under this provision, may require the Work to be done in accordance with Section 6, "Extra Work and Claims".

Except for damage by the Contractor or damage caused by the Contractor's operations, the Contractor will not be responsible for repair of damage to existing facilities or damage to completed and accepted work such as guard fence, bridge wings, railing, illumination assemblies, underpass structure, traffic barriers, delineator assemblies, signs, sign bridges, changeable message signs, vehicle impact attenuators (crash cushions and guardrail end treatments) and traffic signals, where such damage is caused by (a) motor-vehicle, seacraft or aircraft that are not being operated by Contractor; (b) railroad-train collision (c) vandalism: (d) Acts of God, such as earthquake, tidal wave, tornado, hurricane, or other cataclysmic phenomena of natures: or (e) Acts of Governmental Authorities.

Upon completion of all work provided for in the Contract Documents for any individual limits, control or project, the Observer may make an inspection, and if the Work is found to be satisfactory, the Contractor will be released from further maintenance on that portion of

the Work, except for damage caused by the Contractor or its operations. Such partial acceptance must be made in writing and shall in no way void or alter any terms of the Contract Documents. Other specific units of the Project will be accepted on an individual basis when shown on the plans or as approved, in writing, by the Observer.

3.05 Protection Against Accident to Employees and the Public

The Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the Work and shall comply with all applicable provisions of federal, state, and municipal safety laws and building and construction codes. All machinery and equipment and other physical hazards shall, except where incompatible with federal, state, or municipal laws or regulations, be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America. The Contractor shall provide such machinery guards, safe walkways, ladders, bridges, gangplanks, and other safety devices. The safety precautions actually taken and their adequacy shall be the sole responsibility of the Contractor, acting at its discretion as an independent contractor.

Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of anyone, whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of the Work, the Contractor shall send a written report of such accident or other event to the County and the Observer, setting forth a full and concise statement of the facts pertaining thereto. Such statement shall include a written recordation of the location of the event and the circumstances surrounding the event through photographs, interviewing witnesses, obtaining of medical reports and other documentation that defines the event. The Contractor shall also provide to the County a copy of any and all accident reports received from safety officials or agencies. Copies of such documentation shall be provided to the County and the Observer for their records. The Contractor shall also immediately send the County and the Observer a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of the Work.

3.06 Performance and Payment Bonds

Unless otherwise specified, it is further agreed by the parties to the Contract Documents that the Contractor will execute separate performance and payment bonds, each in the sum of one hundred (100%) percent of the total Contract Price, on forms acceptable to County, guaranteeing faithful performance of the Work and the fulfillment of any guarantee required, and further guaranteeing payment to all persons supplying labor and materials or furnishing Contractor with any equipment in the execution of the Work subject of the Contract Documents. It is agreed that the Contractor shall have no rights under the Contract Documents until such performance and payment bonds are furnished to and approved by the County.

Unless otherwise specified, the cost of the premium for the performance and payment bonds shall be included in the price bid by the Contractor for the Work subject of the Contract Documents, and no extra payment for such bonds will be made by the County.

Each bond shall be executed by a corporate surety or corporate sureties, with an A.M. Best rating of "B" or better, duly authorized to do business and to issue surety bonds in the State of Texas. If any surety upon any bond furnished in connection herewith becomes insolvent, or otherwise not authorized to do business in this state, the Contractor shall promptly furnish equivalent security to protect the interests of the County and of persons supplying labor, materials and equipment in the prosecution of the Work subject of the Contract Documents. Furthermore, the surety company underwriting the bonds must be acceptable to the County.

Each bond shall be accompanied by a valid Power of Attorney (issued by the surety company and attached, signed and sealed, with the corporate embossed seal, to the bond) authorizing the agent who signs the bond to commit the company to the terms of the bond, and stating on the face of the Power of Attorney the limit, if any, in the total amount for which such agent is empowered to issue a single bond.

3.07 Protection of Adjoining Property

The Contractor shall take proper means to protect the adjacent or adjoining property or properties, in any way encountered, which might be injured or seriously affected by any process of construction to be undertaken pursuant to the Contract Documents, from any damage or injury by reason of said process of construction; and the Contractor shall be liable for any and all claims for such damage on account of its failure to fully protect all adjoining property. **THE CONTRACTOR AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS THE COUNTY, THE OBSERVER THE GEC AND THE ENGINEER OF RECORD, AS WELL AS ANY OF THEIR AGENTS, REPRESENTATIVES, OFFICERS OR EMPLOYEES AGAINST ANY CLAIM OR CLAIMS FOR DAMAGES DUE TO ANY INJURY TO ANY ADJACENT OR ADJOINING PROPERTY, ARISING OR GROWING OUT OF THE PERFORMANCE OF THE WORK, BUT ANY SUCH INDEMNITY SHALL NOT APPLY TO ANY CLAIM OF ANY KIND ARISING SOLELY OUT OF THE EXISTENCE OR CHARACTER OF THE WORK.**

3.08 Protection Against Claims of Subcontractors, Laborers, Materialmen and Furnishers of Machinery, Equipment and Supplies

THE CONTRACTOR AGREES THAT IT WILL INDEMNIFY, DEFEND AND SAVE HARMLESS THE COUNTY, THE OBSERVER, THE GEC AND THE ENGINEER OF RECORD, AS WELL AS ANY OF THEIR AGENTS, REPRESENTATIVES, OFFICERS OR EMPLOYEES FROM ALL CLAIMS GROWING OUT THE LAWFUL DEMANDS OF SUBCONTRACTORS, LABORERS, WORKERS, MECHANICS, MATERIALMEN AND FURNISHERS OF MACHINERY, MACHINERY PARTS, EQUIPMENT, POWER TOOLS, AND ALL SUPPLIES, INCLUDING COMMISSARY, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THE WORK SUBJECT OF THE CONTRACT DOCUMENTS. When so desired by the County, the Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the Contractor fails to furnish such evidence to County's complete satisfaction, then the County may either pay directly any unpaid bills of which the County has written notice of, or may withhold from

the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all such lawful claims. When satisfactory evidence is furnished that all liabilities have been fully discharged, payments to the Contractor shall be resumed in full in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligation upon the County by either the Contractor or its surety.

3.09 Protection Against Royalties or Patented Invention

The Contractor shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letter patent or copyright by suitable legal agreement with the patentee or owner. **THE CONTRACTOR SHALL DEFEND ALL SUITS OR CLAIMS FOR INFRINGEMENT OF ANY PATENT OR COPYRIGHT RIGHTS AND SHALL INDEMNIFY AND SAVE HARMLESS THE COUNTY, THE OBSERVER THE GEC AND THE ENGINEER OF RECORD, AS WELL AS ANY OF THEIR AGENTS, REPRESENTATIVES, OFFICERS OR EMPLOYEES FROM ANY LOSS ON ACCOUNT THEREOF, EXCEPT THAT THE COUNTY SHALL DEFEND ALL SUCH SUITS AND CLAIMS AND SHALL BE RESPONSIBLE FOR ALL SUCH LOSS WHEN A PARTICULAR DESIGN, DEVICE, MATERIAL OR PROCESS OR THE PRODUCT OF A PARTICULAR MANUFACTURER OR MANUFACTURERS IS SPECIFIED OR REQUIRED BY THE COUNTY; PROVIDED, HOWEVER, IF CHOICE OF ALTERNATE DESIGN, DEVICE, MATERIAL OR PROCESS IS ALLOWED TO THE CONTRACTOR, THEN THE CONTRACTOR SHALL INDEMNIFY AND SAVE THE COUNTY HARMLESS FORM ANY LOSS ON ACCOUNT THEREOF.** If the material or process specified or required by the County is known by the Contractor to be an infringement, the Contractor shall be responsible for such loss unless it promptly gives such information to the County.

3.10 Laws and Ordinances

The Contractor shall at all times observe and comply with all federal, state and local laws, ordinance and regulations, which in any manner affect the Contract Documents or the Work, and **SHALL INDEMNIFY AND SAVE HARMLESS THE COUNTY, THE OBSERVER THE GEC AND THE ENGINEER OF RECORD, AS WELL AS ANY OF THEIR AGENTS, REPRESENTATIVES, OFFICERS OR EMPLOYEES AGAINST ANY CLAIM ARISING FROM THE VIOLATION OF ANY SUCH LAWS, ORDINANCES, AND REGULATIONS WHETHER BY THE CONTRACTOR OR ITS EMPLOYEES, EXCEPT WHERE SUCH VIOLATIONS ARE CALLED FOR BY THE PROVISIONS OF THE CONTRACT DOCUMENTS.** If the Contractor observes that the plans and specifications are at variance therewith, it shall promptly notify the Observer, in writing, and any necessary changes shall be prepared as provided in the Contract Documents for changes in the Work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Observer, the Contractor shall bear all costs arising therefrom.

In case the County is a body politic and corporate, the law from which it derives its powers, insofar as the same regulates the objects for which, or the manner in which, or the conditions under which the County may enter into contract, shall be controlling and shall be considered as part of the Contract Documents to the same effect as though embodied herein.

3.11 Assignment and Subletting

The Contractor further agrees that it will retain personal control and will give its personal attention to the fulfillment of the Work strictly in accordance with the Contract Documents and that Contractor will not assign, by Power of Attorney or otherwise, or sublet any right or interest it may have under the Contract Documents without the written consent of the Observer, and that no part or feature of the Work will be sublet to anyone objectionable to the Observer or the County. The Contractor further agrees that the subletting of any portion or feature of the Work, or materials required in the performance of the Work, shall not relieve the Contractor from its full obligations to the County as provided in the Contract Documents.

3.12 Indemnification

THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY, THE OBSERVER, THE GEC AND THE ENGINEER OF RECORD AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL DAMAGES, CLAIMS, LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK, PROVIDED THAT ANY SUCH DAMAGE, CLAIM, LOSS, DEMAND, SUIT, JUDGMENT, COST OR EXPENSE:

(1) IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH OF ANY PERSON INCLUDING CONTRACTOR'S EMPLOYEES AND ANY SUBCONTRACTOR'S EMPLOYEES AND ANY SUB-SUBCONTRACTOR'S EMPLOYEES, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY INCLUDING CONTRACTOR'S PROPERTY (OTHER THAN THE WORK ITSELF) AND THE PROPERTY OF ANY SUBCONTRACTOR OF SUB-SUBCONTRACTOR INCLUDING THE LOSS OF USE RESULTING THEREFROM; AND,

(2) IS CAUSED IN WHOLE OR IN PART BY ANY INTENTIONAL OR NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ANY SUBCONTRACTOR, ANY SUB-SUBCONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY ONE OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

THE OBLIGATION OF THE CONTRACTOR UNDER THIS PARAGRAPH SHALL NOT EXTEND TO THE LIABILITY OF THE OBSERVER, THE ENGINEER, THE GEC, THE ENGINEER OF RECORD THEIR AGENTS OR EMPLOYEES ARISING OUT OF THE PREPARATION OF MAPS, PLANS, REPORTS, SURVEYS, CHANGE ORDERS, DESIGNS OR SPECIFICATIONS, OR THE APPROVAL OF MAPS, PLANS, REPORTS, SURVEYS, CHANGE ORDERS, DESIGNS OR SPECIFICATIONS OR THE ISSUANCE OF OR THE FAILURE TO GIVE DIRECTIONS OR INSTRUCTIONS BY THE OBSERVER, ITS AGENTS OR EMPLOYEES, PROVIDED SUCH IS THE SOLE CAUSE OF THE INJURY OR DAMAGE.

IN ANY AND ALL CLAIMS AGAINST THE COUNTY, THE OBSERVER THE GEC OR THE ENGINEER OF RECORD OR ANY OF THEIR AGENTS OR EMPLOYEES BY ANY EMPLOYEE OF THE CONTRACTOR, ANY SUBCONTRACTOR, ANY SUB-SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER SECTION 3.12 SHALL NOT BE

LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR ANY SUBCONTRACTOR OR SUB-SUBCONTRACTOR UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

3.13 Insurance

The Contractor at its own expense shall purchase, maintain and keep in force such insurance as will protect Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract Documents, whether such operations be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

(1) Workman's compensation claims, disability benefits and other similar employee benefit acts;

(2) Claims for damages because of body injury, occupational sickness or disease, or death of its employees, and claims insured by usual bodily injury liability coverages;

(3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees, and claims insured by usual bodily injury liability coverages; and

(4) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

CERTIFICATE OF INSURANCE. Before commencing any of the Work, Contractor shall file with the County valid Certificates of Insurance acceptable to the County and the Observer. Such Certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the County.

The Contractor shall also file with the County valid Certificates of Insurance covering all Sub-contractors of the Contractor.

3.14 Final Clean-up

Upon the completion of the Work and before acceptance and Final Payment will be made, the Contractor shall clean and remove from the site of the Work all surplus and discarded materials, temporary structures and debris of every kind. The Contractor shall leave the site of the Work in a neat and orderly condition at least equal to that which originally existed. Surplus and waste materials removed from the site of the Work shall be disposed of at locations that are both satisfactory to the Observer and in accordance with the laws pertaining to the disposal of such surplus, debris and waste materials.

In the event the Contractor fails or refuses to clean and remove surplus materials and debris as provided above, the County or the Observer may do so, or cause same to be done, at the

Contractor's expense, and the reasonable cost thereof shall be deducted from any amounts that are owing to the Contractor.

4. Prosecution and Progress

4.01 Time and Order of Completion

It is the meaning and intent of the Contractor Documents, unless otherwise specifically provided, that the Contractor shall be allowed to prosecute its work at such times and seasons, in such order of precedence, and in such manner as shall be most conducive to the economy of construction; provided, however, that the order and the time of prosecution shall be such that the Work shall be substantially completed, as a whole and in part, in accordance with the Contract Documents and within the time of completion designated in the Contractor's bid or proposal; provided, however, when the County is having other work done on the same Project or an adjoining project, either by contract or by its own force, the Observer may direct the time and manner of constructing the Work done under the Contract Documents, so that conflict will be avoided and the construction of the various works and projects being performed for the County shall be harmonized.

Unless otherwise specified, the Contractor shall plan to begin work 10 calendar days from the authorization date to begin work as designated by the Notice to Proceed.

The Contractor shall submit, at such times as may reasonably be requested by the Observer, schedules which shall show the order in which the Contractor proposes to carry on the Work, the dates at which the Contractor will start the several parts of the Work, and estimated dates of completion of the several parts.

Nighttime work is allowed only when shown on the plans or directed or allowed by the Engineer. Nighttime work is defined as work performed from 30 min. after sunset to 30 min. before sunrise.

4.02 Extension of Time

Should the Contractor be delayed in the completion of the Work by any act or neglect of the County, the Observer or the Engineer of Record, or of any employee of either, or by other contractors employed by the County, or by changes ordered in the Work, or by strikes, lockouts, fires, and unusual delays by common carriers, or unavoidable cause or causes beyond the Contractor's control, or by any cause which the Observer shall decide justifies the delay, then an extension of time shall be allowed for completing the Work, sufficient to compensate for the delay, the amount of the extension to be determined by the Observer; provided, however, before the Observer may decide whether or not to allow such an extension of time, the Contractor must tender a prompt written request for an extension of time wherein the Contractor shall give the Observer a written description of the cause of such delay. Adverse weather conditions will not be justification for extension of time on "Calendar Days" contracts.

4.03 Hindrances and Delays

No claims shall be made by the Contractor for damages resulting from hindrances or delays from any cause (except where the Work is stopped by order of and for the convenience of the County) during the progress of any portion of the Work embraced in the Contract Documents. In case said work shall be stopped by the act of the County, then such expense, as in the sole judgment of the Observer is caused by such stoppage of said work, shall be paid by the County to the Contractor.

5. Measurement and Payment

5.01 Quantities and Measurements

No extra or customary measurements of any kind will be allowed. Rather the actual measured and/or computed length, area, solid contents, number and weight only shall be considered, unless otherwise specifically provided otherwise in the Contract Documents.

5.02 Estimated Quantities

The Contract Documents are intended to show clearly all work to be done and material to be furnished hereunder. Where the estimated quantities are shown for the various classes of work to be done and material to be furnished under the Contract Documents, they are approximate and are to be used only as a basis for estimating the probable cost of the Work and for comparing the proposals offered for the Work. It is understood and agreed that the actual amount of work to be done and material to be furnished under the Contract Documents may differ somewhat from these estimates.

Plans quantities may or may not represent the exact quantity of work performed or material moved, handled, or placed during the execution of the Work. For plans quantity measurement items, the estimated bid quantities are designated as final payment quantities, unless revised by the governing specifications. If the actual quantity measured as outlined under "Measurement" varies by more than 5% (or as stipulated under "Measurement" for specific Items) from the total estimated quantity for an individual Item originally shown in the Contract Documents, an adjustment may be made to the quantity of authorized work done for payment purposes. The party requesting the adjustment will provide field measurements and calculations showing the revised quantity. When approved, this revised quantity will constitute the final quantity for which payment will be made. Payment for revised quantity will be made at the unit price bid for that Item, except as provided for in the Contract Documents. When quantities are revised by a change in design approved by the County, by change order, or to correct an error on the plans, the plans quantity will be increased or decreased by the amount involved in the change, and the 5% variance will apply to the new plans quantity.

Where payment is based on the unit price method, the Contractor agrees that it will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under the Contract Documents and the estimated quantities contemplated and contained in the proposal; provided, however, that in case the actual quantity of any major item should

become as much as twenty-five percent (25%) more than or twenty-five percent (25%) less than the estimated or contemplated quantity for such items, then either party to the Agreement, upon demand, shall be entitled to revised consideration upon the portion of the Work above or below twenty-five percent (25%) of the estimated quantity.

A "Major Item" shall be construed to be any individual bid item incurred in the proposal that has a total cost equal to or greater that five percent (5%) of the total contract cost, computed on the basis of the proposal quantities and the contract unit prices.

Any revised consideration is to be determined by agreement between the parties, otherwise by the terms of the Contract Documents, as provided under Section 6.03 "Extra Work".

5.03 Price of Work

In consideration of the furnishing of all the necessary labor, equipment and material, and the completion of all of the Work by the Contractor, and on the completion of all of the Work and on the delivery of all material in full conformity with the specifications and stipulations contained in the Contract Documents, the County agrees to pay the Contractor the Contract Price that is set forth in the Agreement. The Contractor hereby agrees to receive such Contract Price in full for furnishing all material and all labor required for the Work, also for all expense incurred by Contractor, and for well and truly performing the same and the whole thereof in the manner with and in accordance to the Contract Documents.

5.04 Partial Payments

On or before the first Wednesday of each month, the Contractor shall submit to the Observer a statement showing the total value of the Work performed up to and including the last day of the preceding month. The statement shall also include the value of all sound materials delivered on the job site and to be included in the Work and all partially completed work whether bid as a lump sum or a unit item which, in the opinion of the Observer, is acceptable. The Observer shall either examine and approve by signature or modify and approve such modified statement.

The County shall then pay the Contractor, within 30 days of the statement submittal, the total amount of the approved statement, less ten percent (10%) of the amount thereof, which ten percent (10%) shall be retained until Final Payment, and further less all previous payments and all further sums that may by retained by the County under the terms of the Contract Documents and/or under state or federal law. It is understood, however, that in case the whole work be near to completion and some unexpected and unusual delay occurs due to no fault or neglect on the part of the Contractor, then the County may, upon written recommendation of the Observer, pay a reasonable and equitable portion of the retained percentage to the Contractor; or the Contractor, at the County's option, may be relieved of the obligation to fully complete the Work and, thereupon, the Contractor shall receive payment of the balance due Contractor under the contract subject to the terms and conditions stated in the Contract Documents.

(1) When work progress is fifty percent (50%) complete, as determined by the value of the work completed to date against the original or revised contract amount, whichever is greater, the County may reduce the amount retained to five percent (5%) of the value of all work satisfactorily complete to date, including the value paid for materials on hand, provided, in the sole opinion of the Observer, the Contractor is making satisfactory progress toward completion of the project in a timely manner and there is no other cause to retain a greater percentage.
(2) Upon issuance of the NOTICE OF SUBSTANTIAL COMPLETION and agreement to final project quantities, the percent retained may be further reduced, at the discretion of the Engineer and the Observer, to two percent (2%) of the total value of all work completed to date. This amount shall be retained until Final Payment and close out of the project.

5.05 Punch List

The Contractor shall notify the Observer in writing when, in the Contractor's opinion, the Work has been "Substantially Completed" and when so notifying the Observer, the Contractor shall furnish to the Observer, in writing, a detailed list of unfinished work, also known as the Punch List. The Observer will review the Punch List and will add any items that the Contractor failed to include on said list. The fact that a structure or facility has been "Substantially Completed" shall not excuse the Contractor from performing all of the Work undertaken, whether such work is of a minor or major nature. Furthermore, the Contractor shall remain obligated to fully complete the Work and perform its obligations under the Contract Documents after the Work has been Substantially Completed.

5.06 Final Completion and Acceptance

The Contractor shall have a specified time period for completion of the Punch List items, as set forth in Section XI of the Special Conditions, "Completion of Work on Time." Within ten (10) days after the Contractor has given the Observer written notice that the Punch List has been completed, the Observer shall inspect the Work and within said time, if the Work is found to be completed in accordance with the Contact Documents, the Observer shall issue to the Contractor its Certificate of Completion. In the event the Punch List has not been completed, the Observer shall advise the Contractor, in writing, of the Observer's basis for deeming the Punch List incomplete. Following the Contractor's receipt of the Observer's notice that the Punch List is incomplete, the Contractor shall complete the remaining items prior to the expiration of the above referenced specified time period for completion of the Punch List items. Upon satisfactory completion of the Punch List and the issuance of the Certificate of Completion, it shall be the Contractor's responsibility to submit the contract close-out documents, which shall include the record drawings, maintenance bond and Affidavit of All Bills Paid, and thereupon it shall be the duty of the County to issue a Certificate of Acceptance (Final Acceptance) to the Contractor.

5.07 Final Payment

Upon the issuance of the Notice of Substantial Completion, the Observer shall proceed to make final measurements and prepare final statement for the value of all work performed and materials furnished under the terms of the Contract Documents and shall certify same to the

County, and, then, Final Payment shall be made to the Contractor. At the County's sole discretion, this payment may include payment for work remaining to be performed in association with the removal of temporary erosion controls or the establishment of permanent stabilization measures. On or after the 30th day, and before the 35th day after the date of the Certificate of Acceptance, the balance due the Contractor under the terms of the Contract Documents shall be paid. Neither the Certificate of Acceptance nor the Final Payment, nor any provision in the Contract Documents, shall relieve the Contractor of the obligation for fulfillment of any warranty which may be required.

5.08 Payments Withheld

The County may, on account of subsequently discovered evidence, withhold or nullify the whole or part of any certificate to such extent as may be necessary to protect itself from loss on account of:

(a) Defective work not remedied or other obligations hereunder not completed.
(b) Claims filed or reasonable evidence indicating the probable or potential filing of claims.
(c) Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
(d) Damage to the County or another contractor's work, material or equipment.
(e) Reasonable doubt that the Work can be completed for the unpaid balance of the contract amount or Contract Price.
(f) Reasonable indication that the Work will not be completed within the contract time.
(g) Other causes affecting the performance of the Work subject of the Contract Documents.

When the above grounds are removed or the Contractor provides a surety bond satisfactory to the County, which will protect the County in the amount withheld, payment shall be made for amounts withheld because of them.

5.09 Delayed Payments

Should the County fail to make payment to the Contractor of the sum named in any partial or final statement, when such payment is due, then the County shall pay to the Contractor, in addition to the sum shown as due by such statement, interest thereon in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. County's payment of the amount due plus said interest shall fully liquidate any injury to the Contractor growing out of such delay in payment. It is expressly agreed that delay by the County in making payment to the Contractor of the sum named in any partial or final statement shall not constitute, on the part of the County, a breach under the Contract Documents, nor shall it serve as an abandonment by the County. Furthermore, any delay by the County in making payment to the Contractor of the sum named in any partial or final statement shall not, to any

extent or for any time, relieve the Contractor of its obligations to fully and completely perform pursuant to the terms of the Contract Documents.

6. Extra Work and Claims

6.01 Change Orders

Without invalidating the Agreement or any terms of the Contract Documents, the County may, at any time or from time to time, order additions, deletions or revisions to the Work. Any such additions, deletions or revisions to the Work may only be effectuated and authorized by written Change Order. The said written Change Order shall be prepared by the GEC for execution by the County and the Contractor. The Change Order shall set forth the basis for any change in Contract Price, as hereinafter set forth in Section 6.03, Extra Work, and for any change in contract time which may result from the change.

In the event the Contractor shall refuse to execute a Change Order which has been prepared by the GEC and executed by the County, the GEC may, in writing, instruct the Contractor to proceed with the Work as set forth in the Change Order and the Contractor shall thereafter proceed with such work. The Contractor may make claim against the County for Extra Work involved under the Change Order, as hereinafter provided.

6.02 Minor Changes

The Observer may authorize minor changes in the Work which are not inconsistent with the overall intent of the Contract Documents and which do not involve an increase in Contract Price. If the Contractor believes that any minor change or alteration authorized by the Observer involves Extra Work which entitles it to an increase in the Contract Price, the Contractor shall make written request to the Observer for a written Field Order. For purposes of this section, a "Field Order" shall mean the Contractor's cost proposal for the Extra Work that the Contractor believes would increase the Contract Price.

In such case, the Contractor, by copy of its communication to the Observer or by separate writing, shall advise the County of its request to the Observer for a written Field Order. The Contractor's notice to the County shall inform the County that the work subject of the written Field Order may result in an increase in the Contract Price.

Any request by the Contractor for a change in Contract Price shall be made prior to commencing the work covered by the proposed change.

6.03 Extra Work

It is agreed that the basis of compensation to the Contractor for work either added or deleted by a change order or for which a claim for Extra Work is made shall be determined by the unit prices upon which the Work and Project was bid to the extent such work can be fairly classified within the various work item descriptions. For work that cannot be fairly classified within the said various work item descriptions, the basis of compensation to the Contractor

for work either added or deleted by a change order or for which a claim for Extra Work is made shall be determined by one or more of the following methods:

Method (A)
By agreed unit prices; or

Method (B)
By agreed lump sum; or

Method (C)
If neither Method (A) nor Method (B) is agreed upon before the Extra Work is commenced, then the Contractor shall be paid the "actual field cost" of the Work, plus fifteen percent (15%).

In the event said Extra Work is performed and paid for under Method (C), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost to the Contractor of all workmen, such as foremen, timekeepers, mechanics and laborers, and materials, supplies, trucks, rentals on machinery and equipment, for the time actually employed or used on such Extra Work, plus actual equipment, for the time actually employed or used on such Extra Work, plus actual transportation charges necessarily incurred, together with all power, fuel, lubricants, water and similar operating expenses, also all necessary incidental expenses incurred directly on account of such Extra Work, including Social Security, Old Age Benefits and other payroll taxes, and a rateable proportion of premiums on performance and payment bonds and maintenance bonds, public liability and property damage and workers' compensation, and all other insurance as may be required by any law or ordinance, or directed or agreed to by the County. The Observer may direct the form in which accounts of the "actual field cost" shall be kept and the records of these accounts shall be made available to the Observer. The Observer or the County may also specify, in writing before the Extra Work commences, the method of doing the Extra Work and the type and kind of machinery and equipment to be used; otherwise these matters shall be determined by the Contractor. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using one hundred percent (100%), unless otherwise specified, of the latest schedule of Equipment ownership Expense adopted by the Associated General Contractors of America. Where practicable the terms and prices for the use of machinery and equipment shall be incorporated in the written Extra Work order. The fifteen percent (15%) of the "actual field cost" to be paid the Contractor shall cover and compensate Contractor for its profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the "actual field cost" as herein defined, save that where the Contractor's camp or field office must be maintained primarily on account of such Extra Work; then the cost to maintain and operate the same shall be included in the "actual field cost."

No claim for Extra Work of any kind will be allowed unless ordered, in writing, by the Observer. In case any orders or instructions, either oral or written, appear to the Contractor to involve Extra Work for which Contractor should receive compensation or an adjustment in

the construction time, Contractor shall make written request to the Observer for written order authorizing such Extra Work. Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefor, and the Observer insists upon its performance, the Contractor shall proceed with the Work after making written request for written order and shall keep an accurate account of the "actual field cost" thereof, as provided under Method (C).

6.04 Time of Filing Claims

The County and Contractor hereby agree and acknowledge that all questions of dispute or adjustment presented by the Contractor shall be in writing and filed with the Observer within thirty (30) days after the Observer has given any directions, order or instruction to which the Contractor desires to take exception. The Observer shall reply within thirty (30) days to such written exceptions by the Contractor and render the Observer's final decision in writing. In case the Contractor should appeal from the Observer's decision, the Contractor may file with the County its objection. It is further agreed that the acceptance by the Contractor of the Final Payment shall serve as a bar to any claims that the Contractor may have for matters arising prior to or after the Contractor's acceptance of the Final Payment.

6.05 Continuing Performance

The Contractor shall continue performance of the Work during all disputes or disagreements with the County. The production or delivery of goods, the furnishing of services and the construction of projects or facilities shall not be delayed, prejudiced or postponed pending resolution of any disputes or disagreements, except as the County may otherwise agree in writing.

7. Abandonment of Contract

7.01 Abandonment by Contractor

In case the Contractor should abandon and fail or refuse to resume work within ten (10) days after written notification from either the County or the Observer, or if the Contractor fails to comply with the orders of the Observer when such orders are consistent with the Contract Documents, then and in such case where performance bonds exist, the appropriate sureties on these bonds shall be provided with a notice of abandonment and notice for completion whereby (i) the sureties are notified of the Contractor's abandonment or Contractor's failure or refusal to resume work; and (ii) the sureties are directed to complete the Work. A copy of the notice of abandonment and notice for completion shall be delivered to the Contractor.

After receiving a copy of the above described notice of abandonment and notice for completion, the Contractor shall not remove from the Project any machinery, equipment, tools, materials or supplies that then currently exist on the Project site, but the same, together with any materials and equipment under contract for the Work, may be held for use on the Project by the County or the surety on the performance bond, or another contractor in completion of the Work; and the Contractor shall not receive any rental or credit therefor (except when used in connection with Extra Work, where credit shall be allowed as provided for under Section 6, Extra Work and Claims, herein), it being understood that the use of such

equipment and materials will ultimately reduce the cost to complete the Work and be reflected in the final settlement.

Where there is no performance bond provided or in case the surety should fail to commence compliance within ten (10) days after service of the herein above provided notice of abandonment and notice for completion, then the County may provide for completion of the Work in either of the following elective manners:

(1) The County may thereupon employ such force of men and use such machinery, equipment, tools, materials and supplies as the County may deem necessary to complete the Work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to the Contractor, and expense so charged shall be deducted and paid by the County out of such monies as may be due, or that may thereafter at any time become due to the Contractor under and by virtue of the Contract Documents. In case such expense is less than the sum which would have been payable under the Contract Documents if the same had been completed by the Contractor, then the Contractor shall receive the difference. In case such expense is greater than the sum which would have been payable under the Contract Documents if the same had been completed by the Contractor, then the Contractor and/or its surety shall pay the amount of such excess to the County, or

(2) The County, under sealed bids, after five (5) days notice published one or more times in a newspaper having general circulation in the area of the location of the Project, may let a contract for the completion of the Work under substantially the same terms and conditions which are provided in the Contract Documents. In case there is any increase in cost to the County under the new contract as compared to what would have been the cost under the Contract Documents, such increase shall be charged to the Contractor and the surety shall be and remain bound therefor. However, should the cost to complete any such contract prove to be less than what would have been the cost to complete under the Contract Documents, the Contractor and/or its surety shall be credited therewith.

When the Work shall have reached Final Completion, the Contractor and its surety shall be so notified and Certificates of Completion and Acceptance, as provided in Section 5.06 herein above, shall be issued. A complete itemized statement of the contract accounts, certified by the Observer as being correct, shall then be prepared and delivered to the Contractor and its surety, whereupon the Contractor and/or its surety, or the County as the case may be, shall pay the balance due as reflected by said statement within fifteen (15) days after the date of such Certificate of Completion.

In the event the statement of accounts shows that the cost to complete the Work is less than that which would have been the cost to the County had the Work been completed by the Contractor under the terms of the Contract Documents, or when the Contractor and/or its surety shall pay the balance shown to be due by them to the County, then all machinery, equipment, tools, materials or supplies left on the site of the Project shall be turned over to the Contractor and/or its surety.

Should the cost to complete the Work exceed the exceed the amount the County would have been obligated to pay the Contractor had the Work been completed by the Contractor under the terms of the Contract Documents, and should the Contractor and/or its surety fail to pay the amount due the County within the time designated hereinabove, and should there remain any machinery, equipment, tools, materials or supplies on the site of the Project, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the Contractor and its surety at the respective addresses designated in the Contract Documents. After properly tendering such notice, such property shall be held at the risk of the Contractor and its surety subject only to the duty of the County to exercise ordinary care to protect such property. After fifteen (15) days from the date of said notice, the County may sell such machinery, equipment, tools, materials or supplies and apply the net sum derived from such sale to the credit of the Contractor and its surety. Such sale may be made at either public or private sale, with or without notice, as the County may elect. The County shall release, to their proper owners, any machinery, equipment, tools, materials, or supplies, which remain on the Project and which belong to persons other than the Contractor or its surety. The books on all operations provided herein shall be opened to the Contractor and its surety.

7.02 Abandonment by the County

In the event that the County should fail, within ten (10) days after receiving written notification from the Contractor, to comply with the terms of the Contract Documents, then the Contractor may suspend or wholly abandon the Work, and may remove therefrom all machinery, tools and equipment, and all materials on the Project site that have not been included in payments to the Contractor and have not been wrought into the Work. Thereupon, the Observer shall make an estimate of the total amount earned by the Contractor, which estimate shall include the value of all work actually completed by said Contractor (at the prices stated in the Contract Documents), the value of all partially completed work at a fair and equitable price, and the amount of all Extra Work performed at the prices agreed upon, or provided for by the terms of the Contract Documents. The Observer shall then make a final statement of the balance due the Contractor by deducting from the above estimate all previous payments by the County and all other sums that may be retained by the County under the terms of the Agreement and the Contract Documents and the Observer shall certify same to the County who shall pay to the Contractor on or before thirty (30) days after the date of the Observer's certification.

8. Subcontractors

8.01 Award of Subcontracts for Portions of the Work

Unless otherwise specified in the Contract Documents or in the Instructions to Bidders, the Contractor, as soon as practicable after the award of the contract, shall furnish to the Observer, in writing for acceptance by the County, a list of the names of the Subcontractors proposed for the principal portions of the Work. The Observer shall promptly notify the Contractor, in writing, if the County, after due investigation, has objection to any Subcontractor on such list and does not accept such Subcontractor.

The Contractor shall not contract with any Subcontractor or any person or organization (including those who are to furnish materials or equipment fabricated to a special design) proposed for portions of the Work designated in the Contract Documents or in the Instructions to Bidders or, if none is so designated, with any Subcontractor proposed for the principal portions of the Work who has been rejected by the County. The Contractor will not be required to contract with any Subcontractor or person or organization against whom the Contractor has a reasonable objection.

If the County refuses to accept any Subcontractor or person or organization on a list submitted by the Contractor in response to the requirements of the Contract Documents or the Instructions to Bidders, the Contractor shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate change order shall be issued; however, no increase in the Contract Price shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting for acceptance any list or lists of names as required by the Contract Documents or the Instructions to Bidders.

If the County requires a change of any proposed Subcontractor or person or organization previously accepted by them, the Contract Price shall be increased or decreased by the difference in cost occasioned by such change and an appropriate change order shall be issued.

The Contractor shall not make any substitution for any Subcontractor or person or organization that has been accepted by the County, unless the substitution is acceptable to the County.

8.02 Subcontractual Relations

All work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate written agreement between the Contractor and the Subcontractor (and where appropriate between Subcontractors and Sub-subcontractors) which shall contain provisions that:

(1) preserve and protect the rights of the County, the Observer, the GEC and the Engineer of Record under the contract with respect to the Work to be performed under the subcontract so that the subcontracting thereof will not prejudice such rights;
(2) require that such work be performed in accordance with the requirements of the Contract Documents;
(3) require submission to the Contractor of the applications for payment under each subcontract to which the Contractor is a party, in reasonable time to enable the Contractor to apply for payment in accordance with the Contract Documents;
(4) require that all claims for additional costs, extensions of time, damages for delays or otherwise with respect to subcontracted portions of the Work shall be submitted to the Contractor (via any Subcontractor or Sub-subcontractor where appropriate) in sufficient time so that the Contractor may comply in the manner provided in the Contract Documents for like claims by the Contractor upon the County;
(5) obligate each subcontractor specifically to consent to the provisions of this section.

A copy of all such signed subcontract agreements shall be filed by the Contractor with the Observer before the Subcontractor shall be allowed to commence work.

8.03 Payments to Subcontractors

The Contractor shall pay each Subcontractor, upon receipt of payment from the County, an amount directly based upon the value of the Work performed and allowed to the Contractor on account of such Subcontractor's work, less the percentage retained from payments to the Contractor. The Contractor shall also require each Subcontractor to make similar payments to its subcontractors.

If the Observer fails to approve a payment for any cause which is the fault of the Contractor and not the fault of a particular Subcontractor, the Contractor shall pay the Subcontractor, on demand made at any time after the Certificate for Payment should otherwise have been issued, for its work to the extent completed, less the retained percentage, if any.

The Observer may, on request and at its discretion, furnish to any Subcontractor, if practicable, information regarding percentages of completion certified to the Contractor on account of work done by such Subcontractors.

Neither the County, the Observer nor the Engineer shall have any obligation to pay or to see to the payment of any monies to such Subcontractor except as may otherwise be required.

9. Protection of Persons and Property

9.01 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

9.02 Safety of Persons and Property

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:

(1) all employees on the Work and all other persons who may be affected thereby:
(2) all the Work and all materials and equipment to be incorporated therein, whether in storage or off the site, under the care, custody or control of the Contractor or any of its Subcontractors or Sub-subcontractors; and
(3) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, fences, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety

and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

All blasting, including methods of storing and handling explosives and highly inflammable materials, shall conform to federal, state, local laws and ordinances.

The following is a list of requirements in addition to federal, state, and local laws and ordinances:

(1) The Contractor shall furnish the County with a Certificate of Blasting Insurance in the amount of $300,000.00 for each contract, at least twenty-four (24) hours prior to using explosives. A blasting permit must be obtained from the appropriate jurisdictions at least five (5) days prior to use of explosives. If blasting is covered under the Contractor's General Insurance Certificate for each contract, a separate blasting certificate will not be required.
(2) The following public utility companies and departments will be notified by the Contractor, on every occasion, at least twenty-four (24) hours prior to the use of explosives: Water and Wastewater, Electric, Gas, Telephone and the County Engineering Department.
(3) Explosive materials to be used shall be limited to blasting agents and dynamite, unless prior approval of other materials is obtained in writing from the Engineering Department.
(4) During blasting, all reasonable precautions shall be taken to protect pedestrians, passing vehicles, and public or private property. Blasting mats or protective cover shall be used when required by the Observer, the permit, or by safe blasting practices.
(5) All explosives shall be stored in accordance with all applicable laws and codes.
(6) The Engineer or its representative shall have the right to limit the use of explosives and/or blasting methods which in its opinion are dangerous to the public or nearby property of any kind.
(7) The Contractor, at its expense, shall promptly repair or replace all items known to be damaged as a result of blasting. All claims of damage shall be investigated by the County or by consulting firms approved by the County.
(8) The Contractor shall maintain accurate records throughout the blasting operations showing the type explosive used, number of holes, pounds per hole, depth of hole, total pounds per shot, delays used, date and time of blast and initials of the Observer. The Contractor is fully responsible for all claims resulting from its blasting operation.

All damage or loss to any property referred to in this article caused, in whole or in part, by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be

remedied by the Contractor, except damage or loss attributable solely to faulty drawings or specifications or solely to the acts or omissions of the County its agents, employees, or representatives or anyone employed by either of them, and not attributable in any degree to the fault or negligence of the Contractor.

The Contractor shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

9.03 Location and Protection of Utilities

Notwithstanding any other provision of the Contract Documents, the Contractor shall be solely responsible for the location and protection of any and all public utility lines and utility customer service lines in the Project area. The Contractor shall exercise due care to locate and to mark, uncover or otherwise protect all such lines in the construction zone and any of the Contractor's work or storage areas. Upon request, the County shall provide such information as it has about the location and grade of water, sewer, gas, and telephone and electric lines and other utilities in the Work area but such information shall not relieve or be deemed to be in satisfaction of the Contractor's obligation hereunder, which shall be primary and nondelegable. Any such lines damaged by the Contractor's operations shall be immediately repaired by the Contractor or it shall cause such damage to be repaired at its expense.

10. Termination

10.01 Termination by the County for Cause

Conditions for termination are as follows:

(A) Without prejudice to any other legal or equitable right or remedy which it would otherwise possess hereunder or as a matter of law, the County shall be entitled, by giving Contractor five (5) days prior written notice, to terminate the Agreement in its entirety at any time:

(1) If the Contractor becomes insolvent, voluntarily files for bankruptcy, is the subject of an involuntary petition for bankruptcy commenced by its creditors, makes a general assignment for the benefit of creditors or becomes the subject of any other proceeding commenced under any statute or law for the relief of debtors; or

(2) If a receiver trustee or liquidator of any of the property or income of Contractor shall be appointed; or

(3) If Contractor:

(a) Shall fail to prosecute the Work or any part thereof with diligence necessary to insure its progress and completion as prescribed by the time schedules; and shall fail to take such steps to remedy such default within ten (10) days after written notice thereof from the County; or

(4) If Contractor:

(a) Shall commit a default under any of the terms, provisions, conditions, or covenants contained in the Contract Documents; and

(b) Shall fail to take such steps to remedy such default within ten (10) days after written notice thereof from the County.

(B) In the event of County's termination for cause, Contractor shall only be paid its reimbursable costs incurred prior to the effective date of the termination notice and shall not be entitled to receive any further fixed fee payments hereunder and shall be further subject to any claim the County may have against Contractor under other provisions of the Contract Documents or as a matter of law, including the refund of any overpayment of reimbursable costs and/or fixed fee.

(C) If the Agreement is terminated for cause, the County shall have the right, but shall not be obligated, to complete the Work itself or by others; and to this end, the County shall be entitled to take possession of and use such equipment and materials as may be on the Project site, and to exercise all rights, options, and privileges of Contractor under its subcontracts, purchase orders, or otherwise; and Contractor shall promptly assign such rights, options and privileges to the County. If the County elects to complete the Work itself or by others, pursuant to the foregoing, the Contractor will reimburse the County for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting work by Contractor which fails to meet contract requirements.

Nothing contained in the preceding sections shall require the County to pay for any of the Work which is unsatisfactory, as determined by the Observer or which is not submitted in compliance with the terms of the Contract Documents. The County shall not be required to make any payments to Contractor when Contractor is in default under the Contract Documents.

This Article shall not constitute a waiver of any right, at law or at equity, which the County may have if Contractor is in default, including the right to bring legal action for damages or to force specific performance of the terms and conditions of the Contract Documents.

10.02 Termination for Convenience

In connection with the Work outlined in the Contract Documents, it is agreed and fully understood by Contractor, that the County may cancel or indefinitely suspend further work hereunder or terminate the Agreement for the convenience of the County, upon fifteen (15) days written notice to Contractor. In the event the County terminates the Agreement for convenience, it is hereby understood and acknowledged by the Contractor that immediately upon receipt of the County's notice of termination, all work and labor being performed under the Contract Documents shall cease. Contractor shall invoice the County for all work satisfactorily completed and shall be compensated in accordance with the terms of the Contractor Documents for work accomplished prior to the receipt of said notice. No amount shall be due for lost or anticipated profits. However, no cost incurred after the effective date of the notice of termination shall be treated as reimbursable costs unless it relates to carrying out the un-terminated portion or taking closeout measures.

10.03 Obligations of Contractor Following Termination

After receipt of a notice of termination, whether such termination be for cause or convenience, Contractor shall, in good faith and to the best of its ability, do all things necessary to assure the efficient proper closeout of the terminated work (including the protection of County property). Among other things, the Contractor shall, except as otherwise directed or approved by the County:

(1) Stop the Work on the date and to the extent specified in the notice of termination.
(2) Place no further orders for subcontracts for services, equipment or materials, except as may be necessary for completion of such portion of the Work as is not terminated.
(3) Terminate all orders and subcontracts to the extent that they relate to the performance of the Work terminated by the notice of termination.
(4) Assign to the County, in the manner and to the extent directed by it, all right title, and interest of Contractor under the orders or subcontracts so terminated; in which case, the County shall have the right to settle or pay any or all claims arising out of such termination of such orders and/or subcontracts.
(5) With the approval of the County, settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts.
(6) Deliver to the County, all documents, property, plans, field surveys, maps, cross sections and other data, designs and work related to the Project, which shall become the property of the County upon termination. The delivery of such items shall be made in a reasonably organized form, without restriction on future use. Should the County subsequently contract with a new contractor for continuation of services on the Project subject of the Contract Documents, Contractor shall cooperate in providing information to the County and the new contractor.

11. Inspection and Audit

Contractor's records shall be subject to audit and such records shall include, but not be limited to accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other Contractor records which may have a bearing on matters of interest to the County in connection with the contractor's work for the County. All of the foregoing, hereinafter referred to as "records," shall be open to inspection and subject to audit and/or reproduction by County or its authorized representative to the extent necessary to adequately permit evaluation and verification of:

(a) Contractor compliance with the Contract Documents,
(b) compliance with County's business ethics policies,
(c) compliance by other contractors or subcontractors with contracts with County or Contractor, and
(d) compliance with provisions for pricing change orders, invoices or claims submitted by the Contractor or any of its payees.

Other specific records subject to audit include all information, materials and data of every kind and character such as documents, subscriptions, recordings, computerized information, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information that may, in County's judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by the Contract Documents. Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Project. In those situations where Contractor's records have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), Contractor agrees to provide County's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange formats.

The County or its designee shall be entitled to audit all of the Contractor's records for a period of three (3) years after final payment or a longer period if required by law.

Contractor shall require all payees (including those entering into lump sum subcontracts and lump sum major material purchase orders), to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Requirements to include flow-down audit provisions in contracts with payees will apply to Subcontractors, Sub-Subcontractors, material suppliers, etc. when working under any type of contract including lump sum agreement, unit price agreements, time and material agreements, cost plus agreements, or other agreements. Contractor will cooperate fully and will cause all payees to cooperate fully in furnishing or in making available to County from time to time whenever requested in an expeditious manner any and all such information, materials and data required by this section.

County's agent or its authorized representative shall have access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of the Work, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this section.

SECTION 12
SPECIAL CONDITIONS OF AGREEMENT

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SPECIAL CONDITIONS

I. County

Williamson County, a political subdivision of the State of Texas, acting through its County Judge, or his designee, agents or employees, whom Contractor has entered into the Agreement and for whom the Work is to be performed, is referred to as "County". The County shall be contacted through its Purchasing Department for contract related subjects and through the County Engineer's office for design and construction related subjects:

Purchasing Department	County Engineer
Williamson County	Williamson County
901 South Austin Avenue	3151 SE Inner Loop
Georgetown, TX 78626	Georgetown, TX 78626

II. Program Manager

Prime Strategies, Inc. is the County's Program Manager for the Project. The Program Manager represents the County and oversees the planning, design, review, and coordination of the design and construction phases of the Project.

III. General Engineering Consultant (GEC)

HTNB Corporation is the consulting engineering firm representing and assisting the County in the design, review, and coordination of the design and construction phases of the project, including oversight of the construction engineering and inspection services performed on the Project.

IV. The Construction Observer

Williamson County or Representative is the "Construction Observer" referred to herein and in the Contract Documents. The Construction Observer will be responsible for performing construction observation services on the Project.

V. Engineer of Record

HDR Engineering, Inc. is the County's design professional, who shall provide professional engineering services as defined in the Texas Government Code Chapter 2254, Subchapter A, and referred to as the " Engineer of Record" in the "General Conditions of Agreement" contained in the Contract Documents. Nothing contained in the Contract Documents shall create any contractual or agency relationship between the Engineer of Record and the Contractor.

VI. Insurance

The Contractor will carry Workmen's Compensation Insurance, Public Liability and Property Damage Insurance, and Automobile Insurance sufficient to provide adequate protection against damage claims which may arise from operations under the Contract Documents, in compliance with the following:

Contractors Insurance: Without limiting any of the other obligations or liabilities of the Contractor, during the term of the Agreement and prior to Final Completion, the Contractor and each subcontractor, at their own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly approved to do business in the State of Texas and satisfactory to the County. Certificates of each policy shall be delivered to the County before any work is started, along with a written statement from the issuing company stating that said policy shall not be canceled, non-renewed or materially changed without 30 days advance written notice being given to the County. Prior to the effective date of cancellation, Contractor must deliver to the County a replacement certificate of insurance or proof of reinstatement. A model Certificate of Insurance is illustrated herein. Coverage shall be of the following types and not less than the specified amounts:

(a) workers' compensation as required by Texas law, with the policy endorsed to provide a waiver of subrogation as to the County; employer's liability insurance of not less than $500,000 for each accident, $500,000 disease--each employee, $500,000 disease-policy limit.

(b) commercial general liability insurance, including independent contractor's liability, completed operations and contractual liability covering, but not limited to, the liability assumed under the indemnification provisions of the Contract Documents, fully insuring Contractor's (or subcontractor's) liability for injury to or death of County's employees and third parties, extended to include personal injury liability coverage with damage to property of third parties, with minimum limits as set forth below:

General Aggregate	$1,000,000
Operations Aggregate	$1,000,000
Personal and Advertising Injury	$600,000
Each Occurrence	$600,000
Fire Damage (any one fire)	$50,000
Medical Expense (any one person)	$5,000

The policy shall include coverage extended to apply to completed operations, asbestos hazards (if this project involves work with asbestos) and XCU (explosion, collapse and underground) hazards. The completed operations coverage must be maintained for a minimum of one year after Final Completion and acceptance of the Work, with evidence of same filed with County.

(c) comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage minimum limit of $600,000 per occurrence; or separate limits of $250,000 for bodily injury (per person), $500,000 bodily injury (per accident) and $100,000 for property damage. Such insurance shall include coverage for loading and unloading hazards.

"Umbrella" Liability Insurance: The Contractor shall obtain, pay for and maintain umbrella liability insurance during the contract term, insuring Contractor for an amount of not less than $1,000,000 per occurrence combined limit for bodily injury and property damage that follows form and applies in excess of the primary liability coverages required herein above. The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted. County and Project Engineer shall be named as additional insured.

Policy Endorsements and Special Conditions

(a) Each insurance policy to be furnished by Contractor shall include the following conditions by endorsement to the policy:

(1) name the County, the Program Manager, the County's Representatives, the Construction Observer and the Engineer of Record as an additional insured as to all applicable coverage;
(2) each policy shall require that 30 days prior to the cancellation, non-renewal or any material change in coverage, a notice thereof shall be given to County by certified mail.
(3) the term "County" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the County and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of the County;
(4) the "Program Manager" represents and assists the County in the planning, design, review, and coordination of the design and construction phases of the project.
(5) the policy phrase "other insurance" shall not apply to the County where the County is an additional insured on the policy; and
(6) all provisions of the Contract Documents concerning liability, duty and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

(b) Insurance furnished by the Contractor shall also be in accordance with the following requirements:
(1) any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by Contractor. The County's decision thereon shall be final;
(2) all policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas; and
(3) all liability policies required herein shall be written with an "occurrence" basis coverage trigger.

(c) Contractor agrees to the following:
(1) Contractor hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against the County, it being the intention that the insurance policies shall protect all

parties to the Agreement and be primary coverage for all losses covered by the policies;

(2) companies issuing the insurance policies and Contractor shall have no recourse against the County for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the Contractor;

(3) approval, disapproval or failure to act by the County regarding any insurance supplied by the Contractor (or any subcontractors) shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate the Contractor from liability; and

(4) no special payments shall be made for any insurance that the Contractor and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

Any of such insurance policies required under the Contract Documents may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

The Contractor shall furnish the County with satisfactory proof that it has provided adequate insurance coverage in amounts and by approved carriers as required by the Contract Documents.

VII. Record ("As-Built") Drawings

The Contractor shall mark all changes and revisions on all of its copies of the working drawings during the course of the Project as they occur. Upon completion of the Project and prior to Final Acceptance and Payment, the Contractor shall submit to the Construction Observer one set of its working drawings, dated and signed by the Contractor and its project superintendent and labeled as "As-Built", that shows all changes and revisions outlined above and that shows field locations of all above ground appurtenances including, but not limited to valves, fire hydrants and manholes. These as-built drawings shall be forwarded to the GEC and then to the County and become the property of the County. Each appurtenance shall be located by at least two (2) horizontal distances measured from existing, easily identifiable, immovable appurtenances such as fire hydrants or valves. Property pins can be used for as-builts tie-ins provided no existing utilities as previously described are available. Costs for delivering as-built drawings shall be subsidiary to other bid items.

VIII. Limit of Financial Resources

The County has a limited amount of financial resources committed to this Project; therefore, it shall be understood by Contractor that the County may be required to change and/or delete any items which it may feel is necessary to accomplish all or part of the scope of work within its limit of financial resources. Contractor shall be entitled to no claim for damages or anticipated profits on any portion of work that may be omitted. At any time during the duration of the Project, the County reserves the right to omit any

work from the Contract Documents. Unit prices for all items previously approved in the Contract Documents shall be used to delete or add work per change order.

IX. Limits of Work and Payment

It shall be the obligation of the Contractor to complete all work included in the Contract Documents, so authorized by the County, as described in the Contract Documents and Technical Specifications. Any question arising as to the limits of work shall be left up to the interpretation of the Engineer and/or Observer.

X. State Sales Tax

On a contract awarded by a governmental entity for the construction of a publicly-owned improvement in a street right-of-way or other easement which has been dedicated to the public and to the an Organization which qualifies for exemption pursuant to the provisions of Article 20.04 (F) of the Texas Limited Sales, Excise and Use Tax Act, the Contractor can probably be exempted in the following manner:

> The Contractor may buy tax-free any materials incorporated into the project by issuing a resale certificate in lieu of paying the sales tax at the time of purchase. The Contractor may then accept an exemption certificate from the City for the materials.

Even with a separated contract, the rental of equipment and the purchase of items which do not ultimately become part of the physical structure will still be subject to state and local sales taxes.

XI. Completion of Work on Time

The Contractor agrees that time is of the essence and that the definite value of damages which would result from delay would be incapable of ascertainment and uncertain, so that for each day of delay beyond the number of days herein agreed upon for the Substantial Completion of the Work specified in the Contract Documents and contracted for, after due allowance for such extension of time as is provided for under the provisions of Section 4.02 of the General Conditions, the County may withhold permanently from the Contractor's total compensation, not as penalty but as liquidated damages, the sum as specified in Special Specification 000-2332 per calendar day.

Furthermore, it is agreed by the Contractor that the time period between Substantial Completion and Final Completion shall be no longer than **40** calendar days. This separate time period shall be for completion of the Punch List, as set forth in Section 5.06 of the General Conditions, Final Completion and Acceptance. In the event that Contractor fails to attain Final Completion on or before the expiration of the above said time period, the Contractor shall be subject to the remedies set forth in the Contract Documents. More specifically, the Contractor shall be subject to the terms set forth under Section 7.01 of the General Conditions, Abandonment by the Contractor. In addition to exercising its rights and remedies under the Contract Documents, the County may also exercise any remedy that may be available to it under the law or in equity.

XII. Layout and Construction Stakes

All construction staking shall be performed by the Contractor at the Contractor's expense.

XIII. Safety

The Contractor must use methods of construction that meet or exceed Occupational Safety and Health Administration Standards and any other local, state or federal regulations for safety that are in effect. The Contractor will have a trench safety plan prepared and sealed by Contractor's registered professional engineer.

XIV. Maintenance Bond Term & Amount

The required Maintenance Bond amount for this Project shall be twenty percent (20%) of the total amount bid and the bond period shall be two years from date of acceptance of completion, as noted on the Certificate of Completion.

XV. Safety Restrictions - Work Near High Voltage Lines

The following procedures shall be followed for work near high voltage lines on the Project.

(a) A warning sign not less than five (5) inches by seven (7) inches, painted yellow with black letters that are legible at twelve (12) feet shall be placed inside and outside vehicles such as cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows: "Warning-Unlawful to Operate This Equipment Within Six Feet of High Voltage Lines".

(b) Equipment that may be operated with ten (10) feet of high voltage lines shall have an insulating cage guard around the boom or arm (except backhoes or dippers), and insulator links on the lift hook connections.

(c) When necessary to work within six (6) feet of high voltage electrical lines, notify the power company. The electric company will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. All such work done by the power company shall be at the expense of the contractor. The contractor shall maintain an accurate log of all such calls to the electric company.

(d) No person shall work within six (6) feet of high voltage lines without protection measures having been taken as outlined in Paragraph C.

XVI. Erosion Control

Contractor shall comply with all laws prohibiting the pollution of any lake, stream, river, or wetland by the dumping of any refuse, rubbish, dredge material, or debris therein.

The Contractor will file the Notice of Intent (NOI) and the Notice of Termination (NOT) as the Project's operator. All required Permits and Notices shall be posted by the Contractor at the Project site.

Contractor shall apply temporary and/or permanent erosion and sedimentation controls, as specified in the plans or directed to disturbed roadside areas, fifteen feet and beyond from road pavement, prior to initiating road base operations. Following asphalt paving of road pavement, apply temporary and/or permanent erosion and sedimentation controls to remaining disturbed areas, as specified in the plans or as directed.

Contractor shall be responsible for the maintenance of all temporary and permanent water quality and erosion control measures proposed under the Storm Water Pollution Prevention Plan (SWPPP) or the Water Pollution Abatement Plan (WPAP) for the duration of the Project construction. Upon completion of construction and before the Construction Observer issues the Certificate of Completion, Contractor shall be responsible for the removal of all temporary measures and the cleaning and resetting of all permanent measures. All costs associated with this work shall be considered subsidiary to other bid items and no additional compensation shall be allowed.

Contractor shall take special precautions during all periods of heavy rainfall and at all locations where storm water, groundwater and/or mud and debris may enter the sewer systems. All mud, stones, and debris that enter the sewer systems due to Contractor's operations, or Contractor's neglect, shall be cleaned from the system by Contractor. It shall be Contractor's responsibility to see that such storm water, groundwater and debris do not enter the sewer system. All costs for such work shall be merged in the unit prices bid and no additional compensation shall be allowed.

If it is necessary in the prosecution of the Work to interrupt existing surface drainage, sewers, or under drainage, temporary drainage shall be provided until permanent drainage work is completed. The construction of all temporary drainage installations shall be considered as incidental to the construction of the Work. Drainage ways shall be kept clear or other satisfactory provisions made for drainage.

Contractor shall be responsible for and shall take all reasonable and necessary precautions to preserve and protect all existing tile drains, sewers, and other subsurface drains, or parts thereof, which may be continued in service without

change. Contractor shall repair, at its own expense, any and all damage to such facilities resulting from negligence or carelessness on the part of its operations.

The Construction Observer shall be responsible for the monitoring and inspection of the erosion control measures by completion of the Construction Pollution Prevention Plan Inspection and Maintenance Report, as required for coverage under the Texas Pollutant Discharge Elimination System (TPDES) General Construction Permit (TXR150000).

XVII. Discovery of Hazardous Materials

If, during the course of the Work, the existence of hazardous material, including asbestos containing material, is observed in the work area, the Contractor shall immediately notify the County in writing. The Contractor shall not perform any work pertinent to the hazardous material prior to receipt of special instructions from the County. Asbestos containing material includes transit pipe.

XVIII. Submittals – Certificate of Compliance

The Contractor shall submit to the Construction Observer a Certificate of Compliance from the manufacturer and/or supplier of each and every specified material or manufactured equipment item. The said certificate shall state that the material or the item of equipment to be furnished has been manufactured with materials in accordance with the applicable sections of all required codes, specifications, and standards as required by the specifications.

XIX. Unavailability of Materials

If the Contractor is unable to furnish or use any of the materials or equipment specified because of any order by a governmental agency limiting the manufacture or use, or because of the supply situation in the general market for such material or equipment, the Contractor shall offer substitutes therefor. The substitutes shall be suitable for the purpose, considering the factors of quality, serviceability, appearance, and maintenance. No substitute shall be used until the Engineer has approved it.

No consideration will be given to the use of substitutes on account of market conditions unless the Contractor demonstrates that, for the item in question, the Contractor placed its order without delay, that it has shown due diligence in attempting to locate the item as specified, and that the unavailability is due to market conditions in general throughout the particular industry.

If substitutes are used in the Work, the compensation to be paid to the Contractor shall be subject to review and adjustment. As a general principle, if the Engineer shall determine that the substitute will be less satisfactory, the Contractor shall allow a credit to the County; only under unusual circumstances shall there be an increase in compensation to the Contractor on account of substitution. The basis upon which the amount of price and adjustments will be founded shall be the cost of the appropriate items at the time the bids for the Project were opened.

XX. Traffic Control

Access shall be provided for residents and emergency vehicles at all times. When it becomes necessary to restrict access, the Contractor shall notify all applicable agencies (i.e. Fire Department, E.M.S., Public Works, etc.) a minimum of five (5) working days in advance of the proposed restrictions. At the end of each day, two lanes of traffic shall be opened to the public, unless otherwise stated in the Contract Documents.

XXI. Temporary Traffic Handling Devices

The Contractor shall furnish, erect and maintain all necessary barricades, lights, warning signs and temporary pavement markings as shown on the Plans and/or in accordance with the Texas Manual on Uniform Traffic Control Devices and with the Specifications in the Contract Documents. In addition, the Contractor shall provide flag-persons and take necessary precautionary measures for the protection of persons, property and the Work, when deemed necessary by the County or the Construction Observer.

The Construction Observer shall be responsible for the monitoring and inspection of the traffic control measures by completion of the Traffic Control Devices Inspection Report (TCDIR), and the Contractor shall be responsible for compliance with the terms of the TCDIR procedures.

XXII. Roadway Signs

All permanent and temporary roadway signage designated in the Contract Documents shall be in accordance with the Texas Manual on Uniform Traffic Control Devices.

XXIII. Project Signs

The Contractor shall erect at the site of construction, and maintain during construction, signs satisfactory to the County identifying the Project and indicating that the government is participating in the development of the Project. Two project signs will be required for the Project. The two said signs shall be 8' X 4' and made out of white 10 mm corrugated plastic with pressure sensitive vinyl lettering to include: Williamson County Road Bond Program, County Tax Dollars at Work, with the Williamson County Seal, the Project's name, and a brief description relating to the estimated date of completion, contact phone number, website address and the appropriate Williamson County Commissioner's name and precinct number. For more information, contact "Quick Signs" at (512) 251-5517. Furnishing, installing and maintaining these signs shall be considered subsidiary to Item 502, "Barricades, Signs and Traffic Handling".

XXIV. Permits

The Contractor shall be responsible for obtaining any and all required construction permits. Contractor agrees to comply with all conditions of the permits and to maintain copies of the permits at the site at all times while the Work is in progress. The County shall be responsible for obtaining Section 404

permits from the U.S. Army Corps of Engineers as part of the Project design. When Contractor-initiated changes in the construction method changes the impacts to waters of the U.S., Contractor shall be responsible for obtaining new or revised Section 404 permits.

XXV. Landscape Restoration

If not designated as a specific pay item in bid package, the Contractor shall take the means necessary to protect all trees, shrubbery and sod. Protection, removal and replacement of existing landscaping will be in accordance with the Contract Documents.

XXVI. Existing Fencing

All fences encountered during construction within the right-of-way (ROW) shall be removed by the Contractor under "Preparing Right-of-Way." Permanent fencing, designating the ROW, will be provided by others, unless otherwise shown in the Contract Documents. The Contractor will be required to coordinate preparing ROW operations and fence removal and installations with the landowners as needed.

XXVII. Easements

Any easements, both temporary and permanent, required for the Project will be provided by the County as shown in the Contract Documents. Other easements required or desirable by the Contractor shall be arranged by the Contractor at its sole expense. The easements shall be cleaned after use and restored to their original conditions, or better by the Contractor. In the event additional work is required by the Contractor, it shall be the Contractor's responsibility to obtain written permission from the property owners involved for the use of additional property required. No additional payment will be allowed for this item.

XXVIII. Limits of Contractor's Operation

The Contractor shall limit construction operations to within the ROW or the easement unless otherwise directed by the County or its authorized representative.

XXIX. Maintenance of Pedestrian Walkways

The Contractor will be required to maintain clear walkways for pedestrians during construction in a manner to provide access in the most convenient and safest manner consistent with essential construction operations. Specifically, the following will be enforced.

Pedestrian traffic may be blocked at a location where work is actually in progress. Signs, barricades, and warning devices must be placed at nearest crosswalks approaching the construction site from every direction advising pedestrians of the blockage and advising them to use alternate routes.

Access to doorways and pedestrian entrances must be maintained at all times during hours that access is needed by business. Paving by sections or providing temporary access may be required.

No more than one corner of any intersection may be under construction at any one time. Work must be completed and opened for use by pedestrians before starting work on any other corner of an intersection.

The Contractor will be expected to diligently pursue construction from start to completion at every location to avoid prolonged and unnecessary disruptions to pedestrian traffic.

This work shall be considered incidental and not a separate pay item, unless provided otherwise in the Contract Documents.

XXX. Spoil

All excavated material unfit for backfill, waste material accumulated on the job, and any material surplus to that needed in the prosecution of the Work shall be removed from the site by the Contractor and properly and legally disposed of at its expense, unless otherwise directed by the Observer. **THE CONTRACTOR SHALL INDEMNIFY AND SAVE HARMLESS THE COUNTY, ALL OF ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER RESULTING FROM ITS ARRANGEMENTS FOR THE DISPOSAL OF SPOIL.** This shall be incidental and not a separate pay item.

XXXI. Materials Testing

Quality Control testing of all materials, construction items or products incorporated in the work shall be performed by the Contractor at the Contractor's expense, and shall be performed in accordance with the Quality Control (QC) / Quality Assurance (QA) program outlined in Appendix A.

Quality Assurance sampling and testing for acceptance may be required for quality assurance of used materials as directed by the Construction Observer or the County. The cost of such tests will be incurred by the County and coordinated by the Construction Observer through funds made available to the Construction Observer under his/her agreement with the County for the professional services related to construction engineering and inspection on the Project.

The Contractor shall furnish for review by the Construction Observer, not later than 10 days after receipt of notice to proceed, a Quality Control Plan consisting of plans, procedures, and organization necessary to produce an end product which complies with the contract documents. The Contractor will be allowed the latitude to develop standards of control subject to approval by the County. As a minimum, the plan shall include description of the type and frequency of

inspection staffing, materials handling and control, and testing deemed necessary to measure and control quality as specified by the contract documents.

XXXII. Pre-Construction Conference

Before the Project work order is issued, a pre-construction conference shall be held with representatives of the County and the Contractor. The Contractor shall plan to submit a schedule of operations at the pre-construction conference, unless otherwise notified. See Section XXXVI-Prosecution and Progress for additional construction schedule requirements.

XXXIII. Weight Tickets

The Contractor will be responsible for providing asphalt and aggregate tickets for quantity verifications on all asphaltic concrete used for the Project.

XXXIV. Confined Space Entry Program

It shall be the responsibility of the Contractor to implement and maintain a variable "Confined Space Entry Program" which must meet OSHA requirements for all its employees and subcontractors at all times during construction. OSHA defines all active sewer manholes, regardless of depth, as "permit required confined spaces". Contractors shall submit an acceptable "Confined Space Entry Program" for all applicable manholes and maintain an active file for these manholes. The cost of complying with this program shall be subsidiary to the pay items involving work in confined spaces.

XXXV. Tree and Plant Protection

Scope: Provide complete protection and maintenance of existing trees, shrubs, and grass areas designated to remain within construction limits and/or right-of-way.

Coordination: Coordinate protection of existing trees, shrubs and grass areas with other trades so as to prevent damage to these items.

Payment for Damages: If existing trees, shrubs or grass areas are destroyed, killed or badly damaged as a result of construction observations, Contract sum will be reduced by the amount of assessed damages. Damages will be evaluated by the Construction Observer, using the following:

Trees: International Shade Tree Conference Standards and following formula – measurement of a cross section of tree trunk will be made at a point 2 feet above existing grade level to determine cross section area in square inches. Assessment for damage will be $27.00 per square inch.

Shrubs and Grass Areas: An initial fine of $1,000 shall be imposed for any unauthorized disturbance within the boundaries of the shrub and grass areas to remain within the right-of-way and outside the limits of disturbance. This

disturbance includes but is not limited to: parking or intrusion of equipment or vehicles; storage of any materials, and any unauthorized damage and/or removal of vegetation. In addition to the initial fine, a base fine of $8.00 for every square foot of area of damaged vegetation within any areas designated to remain on the plans shall be imposed. The areas covered under this section include but are not limited to: areas designated to remain or no-work areas. In determining the amount of fine, the Construction Observer shall consider the degree and extent of harm caused by the violation, the cost of rectifying the damage, and whether the violation was committed willfully.

Materials: Tree Protection lumber dimensions shall be 4X4 and 2X4 sizes.

Protection: The Contractor shall protect existing trees, shrubs, and grass areas within construction limits from the following damage:

(1) Compaction of root area by equipment, vehicles or material storage;
(2) Trunk damage by moving equipment material storage, nailing or bolting;
(3) Strangling by tying ropes or guy wires to trunks or large branches;
(4) Poisoning by pouring solvents, gas, paint or other chemicals on or around trees and roots;
(5) Cutting of roots by excavating or ditching;
(6) Damage of branches by improper pruning;
(7) Drought from failure to water or by cutting or changing normal drainage pattern past roots;
(8) Changes of soil pH factor by disposal of lime base materials such as concrete or plaster;
(9) Do not cut roots 1-1/2" in diameter or over. Excavation and earthwork within drip line of trees shall be done by hand.

Install barricade protection around trees and shrubs, constructed of 4X4 posts and 2X4 stringers top and bottom. Install protection prior to demolition or excavation operations. Leave protection until construction operations are essentially complete.

Maintenance:

(1) Water trees and shrubs within construction limits as required to maintain their health during course of construction operations.
(2) Pruning will be performed by County.

XXXVI. Prosecution and Progress

At the pre-construction meeting, the Contractor shall submit for acceptance a schedule of all planned work activities and sequences that is intended to be followed in order to both substantially and fully complete the Work within the

allotted time periods (the "Project Schedule"). The purpose of the County requiring the Project Schedule shall be to:

(1) Ensure adequate planning during the prosecution and progress of the work in accordance with the allowable number of working/ calendar days and all milestones;
(2) Assure coordination of the efforts of the Contractor, County, Program Manager, Construction Observer, utilities and others that may be involved in the Project;
(3) Assist the Contractor, County, Program Manager and Construction Observer in monitoring the progress of the Work and evaluating proposed changes to the Contract Documents; and
(4) Assist the County, Program Manager and Construction Observer in administering the time requirements set forth in the Contract Documents.

A Type B Schedule will be required on all projects. Following is the schedule requirements:

Type B Schedule:

The Contractor shall create and maintain a Critical Path Method (CPM) Project Schedule showing the manner of prosecution of work that it intends to follow in order to both substantially and fully complete the Work within the allotted time periods. The Project Schedule shall employ computerized CPM for the planning, scheduling and reporting of the work as described in this specification. The CPM Project Schedule shall be prepared using the Precedence Diagram Method (PDM). The Contractor shall create and maintain the schedule using the latest version, at the time of the award of the Project, of Primavera System, Inc. Primavera Project Planner or Suretrak Project Scheduler computer scheduling software, except when a general note requires otherwise. Microsoft Project will not be acceptable. No direct compensation will be allowed for fulfilling these requirements, as such work is considered subsidiary to the various bid items of the Project.

(1) Personnel. The Contractor shall provide an individual, referred to hereinafter as the Scheduler, to create and maintain the CPM schedule. He or she shall be proficient in CPM analysis and shall be able to perform required tasks on the specified software. The Scheduler shall be made available for discussion or meetings when requested by the County, Construction Observer or Program Manager.

(2) Schedule. The Project Schedule shall show the sequence and interdependence of activities required for complete performance of the

work. The Contractor shall be responsible for assuring all work sequences are logical and show a coordinated plan of the Work.

Each activity on the schedule shall be described by: An activity number utilizing an alphanumeric designation system tied to the traffic control plans, and that is agreeable to the County, Program Manager, or Construction Observer; concise description of the Work represented by the activity; and activity durations in whole working days with a maximum of twenty (20) working days. Durations greater than twenty (20) working days may be used for non-construction activities (mobilization, submittal preparation, curing, etc.), and other activities mutually agreeable between the Contractor and County, Program Manager or Construction Observer. The Contractor shall provide a legend for all abbreviations. The activities shall be coded so that organized plots of the schedule may be produced. Typical activity coding includes: Traffic control phase, location and work type. If allowed and if the Contractor chooses to use Suretrak Project Manager to create the schedule, the Contractor shall not use the independent activity type. This would cause the schedule to be incompatible with Primavera Project Planner.

The activity durations shall be based on the quantity for the individual work activity divided by a production rate. An estimated production rate for each activity shall also be shown.

The Contractor shall plan and incorporate major resources into the schedule. Major resources are defined as crews and equipment that constrain the Contractor from pursuing available work. The resources shall accurately represent the Contractor's planned equipment and manpower to achieve the productivity rates specified above.

Seasonal weather conditions shall be considered and included in the CPM schedule for all work influenced by temperature and/or precipitation. Seasonal weather conditions shall be determined by an assessment of average historical climatic conditions. Average historical weather data is available through the National Oceanic and Atmospheric Administration (NOAA). These effects will be simulated through the use of work calendars for each major work type (i.e., earthwork, concrete paving, structures, asphalt, drainage, etc.) Project and work calendars should be updated each month to show days actually able to work on the various work activities.

“Total float” is defined as the amount of time between the early start date and the late start date, or the early finish date and the late finish date, for each and every activity in the schedule. Float time in the schedule is a shared commodity between the County and the Contractor.

Only responsible delays in activities that affect milestone dates or the Project’s completion date, as determined by CPM analysis, will be considered for a time extension.

The schedule shall show the sequence and interdependence of activities required for complete performance of the work. The schedule shall be prepared and maintained in accordance with the scheduling requirements stated in this Section and shall include two (2) organized plots with the activities logically grouped using the activity coding. The Contractor shall also provide an electronic copy of the schedule on diskette or CD-ROM.

The schedule shall encompass the time from the start of the Contract Time to the Project’s Final Completion. The longest path through the schedule shall be readily discernable on the plot of the schedule.

(3) Joint Review, Revision and Acceptance. Within twenty (20) calendar days of receipt of the Contractor's proposed schedule, the County or its authorized agents shall evaluate the schedule for compliance with this specification, and notify the Contractor of the findings. If the County or its authorized personnel request a revision or justification, the Contractor shall provide a satisfactory revision or adequate justification to the satisfaction of the Construction Observer or County authorized personnel within seven (7) calendar days.

If the Contractor submits a CPM schedule for acceptance which is based on a sequence of work not in the Contract Documents, then the Contractor shall notify the County or its authorized entities in writing, separate from the schedule submittal.

The County's review and acceptance of the Contractor's Project Schedule is for conformance to the requirements of the Contract Documents only. Review and acceptance by the County or other authorized personnel of the Contractor's Project Schedule does not relieve the Contractor of any of its responsibility for the Project Schedule, or of the Contractor's ability to meet interim milestone dates (if specified) and the Final Completion date, nor does such review and acceptance expressly or by implication warrant, acknowledge or admit the reasonableness of the logic, durations, manpower or equipment loading of the Contractor's Project Schedule. In the event the Contractor fails to define any element of work, activity or logic and the County's review does not detect this omission or error, such omission or error, when discovered by the Contractor or County and its authorized personnel, shall be corrected by the Contractor at the next monthly schedule update and shall not affect the project completion date.

(4) Updates. The Project Schedule shall be updated on a monthly basis and shall be required as a basis for the pay application approval. The Project

Schedule update shall be submitted on the first working day of each month. The Contractor shall meet with the Construction Observer or County authorized personnel each month at a scheduled update meeting to review actual progress made through the data date of the schedule update. The review of progress will include dates activities actually started and/or completed, and the percentage of work completed or remaining duration on each activity started and/or completed. The percentage of work complete shall be calculated by utilizing the quantity and productivity rate information. The Project Schedule update shall include one (1) copy of the following information:

a) Electronic copy of the updated schedule including revisions and changes on diskette or CD-ROM.
b) One (1) logically organized plot of the schedule update if requested by the County or its authorized personnel.

(5) Project Schedule Revisions. If the Contractor desires to make major changes in the Project Schedule, the Contractor shall notify the County or Construction Observer in writing. The written notification shall include the reason for the proposed revision, what the revision is comprised of, and how the revision was incorporated into the schedule. In addition to the written notification of the revision, the Contractor shall provide an electronic copy and one logically organized plot of the schedule including the revision if requested by the County or Construction Observer.

Major changes are hereby defined as those that may affect compliance with the requirements of the Contract Documents or those that change the critical path. All other changes may be accomplished through the monthly updating process.

(6) Time Impact Analysis. The Contractor shall notify the County or Construction Observer when an impact may justify an extension of Contract Time or adjustment of milestone dates. This notice shall be made in writing as soon as possible, but no later than the end of the next estimate period after the commencement of an impact or the notice for a change is given to the Contractor. Not providing notice to the County or Construction Observer by the end of the next estimate period will indicate the Contractor's approval of the time charges as shown on that time statement. Future consideration of that statement will not be permitted and the Contractor forfeits its right to subsequently request a time extension or time suspension unless the circumstances are such that the Contractor could not reasonably have knowledge of the impact by the end of the next estimate period.

When changes are initiated or impacts are experienced, the Contractor shall submit to the County or Construction Observer a written time impact analysis describing the influence of each change or impact.

A time impact analysis is an evaluation of the effects of changes in the construction sequence, contract, plans, or site conditions on the Contractor's plan for constructing the Project, as represented by the Project Schedule. The purpose of the time impact analysis is to determine if the overall Project has been delayed, and if necessary, to provide the Contractor and the County a basis for making adjustments to the time allotted for Substantial Completion and Final Completion.

A time impact analysis shall consist of one or all of the steps listed below.

Step 1. Establish the status of the Project before the impact using the most recent Project Schedule update prior to the impact occurrence.

Step 2. Predict the effect of the impact on the most recent Project Schedule update prior to the impact occurrence. This requires estimating the duration of the impact and inserting the impact into the schedule update. The Contractor shall demonstrate how the impact was inserted into the schedule showing the added or modified activities and the added or modified relationships. Any other changes made to the schedule including modifications to the calendars or constraints shall be noted.

Step 3. Track the effects of the impact on the schedule during its occurrence. Note any changes in sequencing, and mitigation efforts.

Step 4. Compare the status of the Work prior to the impact (Step 1) to the prediction of the effect of the impact (Step 2), and to the status of the work during and after the effects of the impact are over (Step 3). Note that if an impact causes a lack of access to a portion of the Project, the effects of the impact may extend to include a reasonable period for remobilization.

The time impact analysis shall include an electronic copy of the complete schedule prepared in Step 2. If the Project Schedule is revised after the submittal of a time impact analysis but prior to its approval, the Contractor shall promptly indicate in writing to the County or Construction Observer the need for any modification to its time impact analysis.

Only one (1) copy of each time impact analysis shall be submitted within fourteen (14) calendar days after the completion of an impact. The County or Construction Observer may require Step 1 and Step 2 of the time impact analysis be submitted at the commencement of the impact, if needed to make a decision regarding the suspension of Contract Time.

Approval or rejection of each time impact analysis by the County, Construction Observer or Program Manager shall be made within fourteen (14) calendar days after receipt unless subsequent meetings and negotiations are necessary.

The time impact analysis shall be incorporated into and attached to any relevant change order(s) and/or supplemental agreement(s).

XXXVII. Sanitary Provisions

Provide and maintain adequate, neat, and sanitary toilet accommodations for employees, including County employees and representatives, in compliance with the requirements and regulations of the Texas Department of Health or other authorities having jurisdiction.

XXXVIII. Work Near Railroads

(A) General.

If the work crosses or is in close proximity to a railroad, do not interfere with the use or operation of the railroad company's trains or other property. Assign responsible supervisory personnel to ensure that tracks and adjacent areas are clear of debris, road materials, and equipment. It is the Contractor's responsibility to contact the railroad to determine the railroad's requirements for work within the railroad right of way and to comply with the requirements. The County will not reimburse the Contractor for any cost associated with these requirements. If the work requires construction within 25 ft. horizontally of the near rail or if the tracks may be subject to obstruction due to construction operations, notify the Engineer and the Railroad Company at least 3 days before performing work. The railroad company will provide flaggers during this work. If railroad flaggers will be needed longer than 2 consecutive days, request them at least 30 days before performing work within the railroad right of way. Flaggers provided by the railroad company will be paid for by the County. Do not store material or equipment in the Railroad's right of way within 15 ft. of the centerline of any track. Do not place any forms or temporary falsework within 8.5 ft. horizontally from the centerline or 22 ft. vertically above the top of rails of any track, unless otherwise shown in the Contract Documents.

(B) Temporary Crossings.

If a temporary crossing is needed, obtain permission from the railroad company before crossing the tracks. Execute the "Agreement for Contractor's Temporary Crossing" if required by the Railroad Company. The Contractor shall ensure that the tracks are left clear of equipment and debris that would endanger the safe operation of railroad traffic. Provide a crossing guard on each side of the crossing to direct equipment when hauling across the tracks. The Contractor shall stop construction traffic a safe distance away from the crossing upon the approach of railroad traffic.

Work for temporary crossings will not be paid for directly, but shall be subsidiary to items of the Work subject of the Contract Documents. Work performed by the Railroad Company for the temporary crossing, except flaggers, will be at the Contractor's expense.

SECTION 13
TECHNICAL SPECIFICATIONS

GENERAL NOTES: Revised January 7, 2016

Basis of Estimate

Item	Description	**Rate	Basis	Quantity
160	**Topsoil**	1 CY/7 SY	59,327 SY	8,475 CY
162	**Mulch Sod**	1 CY/6 SY	0 SY	0 CY
164	**Seed for Erosion Control**	4840 SY/AC	59,327 SY	12.26 AC
	(Item 164)(Temp)	4840 SY/AC		
	(Item 164)(Perm)	4840 SY/AC		
**166	**Fertilizer (13-13-13)**	1/8 LB/SY	59,327 SY	7,416 LB
168	**Vegetative Watering**			
	(Item 162)	20 GAL/SY	59,327 SY	1,187 MG
	(Item 164)(Temp)	10 GAL/SY	59,327 SY	593 MG
	(Item 164)(Perm)	20 GAL/SY	59,327 SY	1,187 MG
**204	**Sprinkling**			
	(Dust)	30 GAL/CY		
	(Item 132)	30 GAL/CY	19,925 CY	598 MG
	(Item 247)	30 GAL/CY	11,273 CY	338 MG
**210	**Roll (Flat Wheel)**			
	(Item 247)	1 HR/200 TON	20,088 TON	101 HR
	(Item 316)	1 HR/6000 SY	27,048 SY	5 HR
**210	**Roll (Tamping)**			
	(Item 132)	1 HR/200 CY	19,925 CY	100 HR
**210	**Roll (Heavy Tamp)**			
	(Item 132)	1 HR/200 CY	19,925 CY	100 HR
**210	**Roll (Lt Pneu Tire)**			
	(Item 132)	1 HR/500 CY	19,925 CY	40 HR
	(Item 247)	1 HR/200 TON	20,088 TON	101 HR
247	**FL BS (CMP IN PLC)**			
	(TY A GR 4)	3564 LB/CY	11,273 CY	20,088 TON
310	**Prime Coat (MC-30 or AE-P)**	0.20 GAL/SY	28,155 SY	5,285 GAL
316	**HMAC Underseal**			
	(Item 316-6193)	1 CY/150 SY	33,750 SY	225 CY
	(Item 316-6005)	0.25 GAL/SY	33,750 SY	8,424 GAL
341	**Dense-Graded Hot-Mix Asphalt**			
	TY B PG 64-22	115 LB/SY/IN	26,091 SY	6,118 TON
	TY C PG 76-22	115 LB/SY/IN	26,091 SY	4,077 TON

** For Informational Purposes Only

MODIFIED STANDARDS

The following standard detail sheet or sheets have been modified:

None

GENERAL

References to manufacturer's trade name or catalog numbers are for the purpose of identification only. Similar materials from other manufacturers are permitted if they are of equal quality, comply with the specifications for this project, and are approved.

If work is performed at Contractor's option, when inclement weather is impending, and the work is damaged by subsequent precipitation, the Contractor is responsible for all costs associated with replacing the work, if required.

The roadbed shall be free of organic material prior to placing any section of the pavement structure.

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

Provide a smooth, clean sawcut along the existing asphalt pavement structure, as directed. Consider subsidiary to the pertinent Items.

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

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

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

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

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

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

Coordinate and obtain approval from the Construction Observer for all bridgework over existing roadways.

Measure all minimum vertical clearances for all structures (including, but not limited to, signal mast arms, span wires, and overhead sign bridge structures) within the limits of the project for all roadway alignments in all directions of travel. Coordinate with the Construction Observer to take these measurements and obtain prior to opening roadways to traffic unless otherwise approved. The Construction Observer will report all minimum vertical clearance information on State maintained roadways to the Austin District Permit Office.

Use materials from prequalified material producers list as shown on the Texas Department of Transportation (TxDOT) --- Construction Division's (CST) materials producers list. See TxDOT website (www.txdot.gov) – Business with TxDOT > Resources > Materials Producer List – for list of pre-qualified manufacturers. No substitutions will be allowed for materials found on the list. Submit list of approved suppliers/materials from TxDOT website to show items are TxDOT approved. Submit this list with request for material approval.

Taylor ISD Driveway (DRIVE01) must be completed prior to opening Bill Pickett Trail to traffic.

ITEM 100 - PREPARING RIGHT OF WAY
Do not burn brush, unless otherwise approved.

Trim vegetation around signs and other obstructions. Consider subsidiary to pertinent Items.

Use hand methods or other means to remove objectionable material and obstructions, if doing work by mechanical methods is impractical. Consider subsidiary to the pertinent Items.

ITEM 110 & 132 – EXCAVATION & EMBANKMENT

Unsuitable material encountered in a cut or fill section will be considered waste. The Construction Observer will define unsuitable material. Material, which the Contractor might deem to be unsatisfactory or unsuitable, due to moisture content, will not be considered unsuitable material, unless otherwise approved.

Obtain approval of all compaction equipment prior to all backfilling and embankment operations.

ITEM 132 – EMBANKMENT

The underlying layer or existing subgrade must be prepared and inspected prior to placement of the embankment. Proof roll the pavement area according to Item 216 prior to placement of embankment or subsequent layers. Payment for proofrolling will subsidiary to the various bid items of the contract.

Correct unstable material (e.g. dry, wet, loose, etc.) to a depth of 6 inches below existing grade. This work will be considered subsidiary to pertinent bid items. Drying required deeper than 6 in. below existing grade will be paid for in accordance with Item 6.03., "Extra Work". However, there will be no payment to correct failures in the subgrade areas that were constructed under this contract.

ITEM 132 – EMBANKMENT TY B

Embankment shall be ordinary compaction Type B.

The Construction Observer must approve the embankment material before use on the project.

If delivery from offsite source is necessary, furnish embankment with a PI of less than 25 that does not contain sulfate contents greater than 3000 ppm.

Correct unstable material (e.g. dry, wet, loose, etc.) to a depth of 6 inches below existing grade. This work will be considered subsidiary to pertinent bid Items. Drying required deeper than 6 in. below existing grade will be paid for in accordance with Item 6.03., "Extra Work." However, there will be no payment to correct failures in the subgrade areas that were constructed under this contract.

Track ALL embankment slopes left idle for more than 14 days, within or at the end of the 14-day idle period, to prevent erosion. Tracking consists of operating a tracked vehicle or equipment up and down the slope, leaving track marks perpendicular to the direction of the slope. Re-track slopes after rain events, as directed. Consider tracking of slopes to prevent erosion as subsidiary to the pertinent items.

Correct subgrade (e.g. unstable areas, soft spots, etc.) prior to dumping of Flexbase or HMACP. Consider subsidiary to the pertinent items.

Scarify and re-compact existing asphaltic/base sections, which are not called out to be removed in fill sections, where bottom of the proposed pavement structure is higher than and over the top of the existing asphalt surface, in order to reduce the possibility of a slip plane.

If embankment will be treated with lime, cement or other calcium based additives and placed directly beneath the pavement section, furnish embankment with a sulfate content less than or equal to 3000 ppm, determine by Tex-145-E based on preliminary tests and subsequent tests found necessary by the Construction Observer.

When subgrade materials contain sulfates, as determined by Tex-145-E, use the following table for treatment of material placed under the pavement structure.

Sulfate Content (SC, ppm.)	Action
SC < 3000 ppm.	Apply calcium-based additive as specified by the pertinent item.
3000 ppm. ≤ SC < 7000 ppm.	Perform a minimum of 7 days of mellowing and continuous water curing, in accordance to Department guidelines for soil treatment of sulfate-laden soils.
SC ≥ 7000 ppm.	Do not treat with calcium-based additives. Undercut to the specified depth and fill with select material or implement fly ash treatment as specified in the general notes for Item 265.

ITEM 160 – TOPSOIL
No sandy loam allowed. Obtain approval of the actual depth of the topsoil sources for both on-site and off-site sources.

ITEM 204 – SPRINKLING
Apply water for dust control as directed. When dust control is not being maintained, cease operations until dust control is maintained. Consider subsidiary to the pertinent Items.

ITEM 216 - PROOF ROLLING
Correct and perform "Proof Rolling" retest at the Contractor's expense, to the satisfaction of the Construction Observer, when initial "Proof Rolling" yields a failing result.

ITEM 247 - FLEXIBLE BASE
Furnish Type A material.

Furnish flexible base meeting Grade 4 requirements (see Table 1).

The following table will govern the acceptance of compaction on base courses, when compacted in multiple courses. Compaction requirements are in percent of maximum dry density as determined by (Tex-113-E). When compacting in a single course, compact to at least 100% of maximum dry density as determined by Tex-113-E.

Item	Material	All Roadways Lift	Min Density
247	FL BS (CMP IN PLC)	1st of 3 lifts	95%
		2nd of 3 lifts	98%
		(final lift)	100%

Table 1
Flexible Base Material Requirements Prior Cement Treatment

Property	Test Method	Grade 4
Master gradation sieve size	Tex-110-E	**% Retained**
2-1/2 in.		0
1-3/4 in.		0-5
7/8 in.		10-35
3/8 in.		35-65
No. 4		45-75
No. 40		70-90
Liquid limit, %max.[1]	Tex-104-E	35
Plasticity index, max.[1]	Tex-106-E	10
Wet Ball mill, %max	Tex-116-E	40
Wet ball mill, % max. increase passing the No. 40 sieve.		20

1. Determine plastic index in accordance with Tex-107-E (linear shrinkage) when liquid limit is unattainable as defined in Tex-104-E.

Correct subgrade (e.g. unstable areas, soft spots, etc.) prior to placing Flex Base. Consider subsidiary to the pertinent Items.

Complete all subgrade, ditches, slopes, and place all drainage structures to conform to required lines, grades, and cross-sections, as shown and directed, prior to the placement of Flex Base.

For Flex Base placed over the box culverts, do not use a Vibratory Roller to compact the material.

ITEM 260 - LIME TREATMENT (ROAD-MIXED)
Apply Commercial Lime Slurry as directed or as indicated in the plans and specifications.
Measure the sulfate content, in accordance to Tex-145-E, for subgrade soil to be treated.
If the sulfate content is less than or equal to 3000 ppm, apply, mix, and mellow the subgrade soil with lime slurry in accordance to the standard specification. Hydrated lime or lime slurry can be used when the sulfate content is below 3000 ppm.

If the sulfate content is greater than 3000 ppm., but less than or equal to 7000 ppm., perform the following after applying and mixing lime slurry into the subgrade:

- Apply an additional 4 percentage points of moisture above optimum moisture
- Mix in the additional moisture
- Allow the mixture to mellow at least 7 days

Use lime slurry when sulfate content is greater than 3000 ppm, but less than or equal to 7000 ppm.

ITEM 310 – PRIME COAT
Apply blotter material to all driveways and intersections.

Use bituminous material of the type AE and grade P.

Any oil or asphaltic material being paid for on the project shall use tank strap method as shown in TxDOT Seal Coat and Surface Treatment Manual 2010-1.

Provide Construction Observer with current Distributer Certification confirming calibration of asphalt measurement equipment.

Apply Prime to finished flex base surface at the rate shown in the plans. Hot mix can be applied to the primed surface of flex base after the prime has penetrated and cured for a minimum of 36 hours depending on weather conditions or as approved by the Construction Observer. Provide the Construction Observer with a copy of the asphalt deliver ticket prior to application.

ITEM 341 (HMACP Testing)
The Contractor must sample asphalt binder, in accordance to the applicable item. Label the sample can with the corresponding CSJ, lot, and sub-lot numbers.

Samples must be stored in a common area where they are readily available to the County's representative at the plant. The Contractor will be responsible for supplying storage for all samples. Retain all asphalt samples until hot mix production is complete or directed otherwise.

When directed, the Contractor is responsible for disposal of all asphalt binder samples, in accordance to Local, State, and Federal regulations.

[Hot Mix Asphaltic Concrete (HMAC) Core Holes]
Refill and compact all HMAC core holes to the same elevation as the adjacent roadway. Use hot mix of the type being used in the project to fill core holes. As an alternative a high performance cold patching mix such as Rapid Cure Patching Mix meeting the requirements of DMS-9203 or Medium Cure Patching mix made with SCM meeting requirements of DMS-9202. Consider this work subsidiary to the pertinent Items.

Mill a transverse butt joint to transition from the new ACP to the existing surface tie-in. Make the transition a minimum of 50 feet H: 1 inch V slope ratio of newly placed ACP. Make the temporary joint, at the tie-in, a minimum of a 10 feet longitudinally and covering the entire

width. Sawcut existing pavement as directed. Prior to milling, core the existing pavement to determine its thickness. Do not proceed with milling until directed. Consider this work subsidiary to the pertinent Items.

ITEM 341 - DENSE-GRADED HOT-MIX ASPHALT

Contractor to submit for approval a current mix design (less than 6 months old) to the Construction Observer that meets the following requirements prior to use on the project.

PPA and REOBS are not allowed.

Lime or an approved anti-stripping agent must be used when crushed gravel is utilized to meet a SAC "A" requirement.

Aggregates used on shoulders and ramps are required to meet SAC requirements.

Target laboratory molded density is 97% for all mixtures for TGC mixture designs.

When using Superpave Gyratory Compactor (SGC) to design mixtures, submit the SGC mix design to the Construction Observer for approval.

When using substitute binders, mold specimens for mix design and production at the temperature required for the substitute binder used to produce the HMA.

All mixtures must meet the Hamburg requirement as stated in the table below.

High-Temperature Binder Grade	**Test Method**	**Hamburg Wheel Test Requirements [1]**		
		Minimum # of Passes	**Maximum Rut Depth (mm)[2]**	**Minimum Rut Depth (mm)[2,3]**
PG 64 or lower	Tex-242-F	7,000	12.5	3
PG 70	Tex-242-F	15,000	12.5	3
PG 76 or higher	Tex-242-F	20,000	12.5	3

1. The Construction Observer may accept Hamburg Wheel test results for production and placement if no more than 1of the 5 most recent tests is below the specified number of passes and the failing test is no more than 2,000 passes below the specified number of passes.
2. Rut depth tested @ 122°F
3. Unless approved otherwise.

When using RAP and/or RAS:

Use of RAS is not allowed. When using RAP, include the management methods of processing, stockpiling, and testing of RAP in the QCP submitted for the project. Blending of RAP in one feeder bin or in a stockpile is not permitted.

Asphalt content and binder properties of RAP stockpiles must be documented when recycled asphalt content greater than 20% is utilized.

RAP is not allowed for any surface mix applications.

No more than 20% RAP by weight of aggregate is allowed in any mix application.

Complete all roadways before final surface course placement, unless directed otherwise.

Ensure placement sequence to avoid excess distance of longitudinal joint lapback not to exceed one day's production rates.

Use a device to create a maximum 3H: 1V notched wedge joint on all hot mix joints of 2 in. or greater. Consider subsidiary to the pertinent Items.

Submit any proposed adjustments or changes to a job mix formula to the Construction Observer before production of the new job mix formula.

Tack every intermediate layer, unless otherwise directed. Do not dilute tack coat. Apply it through a distributor spray bar in accordance with Article 316.3.1 Distributor.

Submit thermal and segregation profiles as well as longitudinal joint densities on electronic forms provided by County to the Construction Observer.

When surface irregularities, as defined in Article 341.4.9.3.3.5, "Irregularities", are detected or measured, the Contractor must take immediate corrective action defined as the removal and replacement of a full lane width of the defective area using a paver to place new mix, unless otherwise directed. If there are multiple defective areas within a sub-lot, making up to 30% of the sub-lot by area, the Construction Observer will require the entire sub-lot be removed, unless directed otherwise.

Provide a minimum transition for all side streets of at least 12 feet and driveways of at least six (6) feet, unless otherwise shown on the plans or otherwise approved/directed.

ITEM 354 - PLANING AND TEXTURING PAVEMENT

Milling machines must be able to meet the longitudinal grade and cross slope required.

Remove the loose material from the roadway before opening to traffic.

Plane a full lane width before opening to traffic at the end of a work period.

Accomplish a 2-inch depth of planing and texturing in two passes. A single cut will be permitted if at most a 1¼-inch vertical offset is created against adjacent lanes when opened to traffic at the end of a work period.

Accomplish the 2 inch Planed Butt Joint only when there is at least 4 inches of existing thickness of ACP. Consider the determination of existing thickness of ACP as subsidiary to the various Items.

Taper planing at bridge ends as directed. Plane taper surfaces before placing HMACP to allow a minimum of 1-inch surface course to abut the bridge ends.

Taper transverse faces at ends of passes as directed.

Make Transverse Tapers on each end of each pass using a minimum slope rate of 50 feet H to 1 inch V.

Retain ownership of planed materials.

Plane the designated areas and depths specified in the plans, including bridge decks, shoulders, and ramps, as required. Mill the pavement producing a final pavement surface with transverse pattern of 0.2 in. center to center of each strike area with difference no greater than 1/16 in. between the ridge and valley (RVD) measurement of the final milled surface. Construct a uniform finish free from gouges and ridges that does not vary more than 1/8 inch in width of the cut.

Use planning machine that is power-driven, self-propelled micro-milling equipment possessing the size and shape to allow traffic safe passage through areas adjacent to the work.

Also, ensure the micro milling equipment will be:

- Equipped with a cutting mandrel with carbide or equivalent tipped cutting teeth designed for micro-milling bituminous pavement full lane width to close tolerances.
- Capable of removing pavement to an accuracy of 1/16 in (1.6 mm) with a maximum tool spacing of 5/8 inches
- Equipped with grade and slope controls operating from a string line or ski and based on mechanical or sonic operation
- Furnished with a lighting system for night work, as necessary
- Provided with conveyors capable of side, rear, or front loading to transfer the milled material from the roadway to a truck

Prior to commencement of the work, construct a test section that is 1000 feet in length with a uniformly textured surface and cross section as approved by the Construction Observer to demonstrate compliance with the transverse pattern, cross slope, and RVD measurement requirements. Stop milling operation and submit a written plan of action detailing proposed steps to improve operations if any of these requirements are exceeded in the test section. If approved by the Construction Observer, construct another 1000 ft test section in a different area than the initial section using the approved corrective action. The second test section is subject to the same requirements as those required in the initial test section. Continual micro-milling is prohibited until an acceptable test section is obtained.

Ensure micro-milling methods produce a uniform finished surface and maintain a constant cross slope between pavement edges in each lane. Provide positive drainage to prevent water accumulation on the micro-milled pavement, as shown on the Plans or directed by the Construction Observer. The cross slope must be uniform with no depressions or slope misalignments greater than ¼ per 12 ft. exit when the slope is tested with a straightedge placed perpendicular to the center line.

Bevel back the longitudinal vertical edges greater than 2 in (50 mm) produced by the removal process and left exposed to traffic. Bevel the vertical edges back at least 3 in for each 2 in (75 mm for each 50 mm) of material removed. Use an attached mold board or other approved method.

Taper the transverse edges 10 ft (3 m) to avoid creating a traffic hazard and to produce a smooth surface when removing material at ramp areas and ends of milled sections.

Protect with a temporary asphaltic concrete tie-in (paper joint) vertical edges at other areas such as bridge approach slabs, drainage structures, and utility appurtenances greater than 1/2 in areas left open to transversing vehicles. Place the temporary tie-in at taper rate of at least 6 to 1 horizontal to vertical distance. Do not micro-mill bridge joints. Damage due to micro-milling will be repaired at the Contractor's expense and to the satisfaction of the Construction Observer. Remove dust, residue, and loose milled material from the micro-milled surface. Do not allow traffic on the milled surface and do not place asphaltic concrete on the milled surface until removal is complete.

Measure the milled surface with a 10-foot straightedge at locations determined by the Construction Observer for quality acceptance and acceptance of test section of milling operation. Remove and replace any areas exceeding 1/8 inch RVD, as directed by the Construction Observer at no cost to the Department.

ITEM 400 - EXCAVATION AND BACKFILL FOR STRUCTURES

Cut pavements with the use of a saw as directed. Consider subsidiary to pertinent Items.

Obtain approval of all compaction equipment prior to all backfilling and embankment operations.

Backfill the bridge ends with cement stabilized backfill.

ITEM 416 - DRILLED SHAFT FOUNDATIONS

Stake all Foundations, for approval, before beginning drilling operations, as directed. Examples of types of foundations are Bridge Supports, Traffic Signal Pole Foundation, Roadway Illumination Assembly Foundations, Sign Support Locations, etc.

Remove spoils, daily, out of flood plain, or as directed.

ITEM 420 – CONCRETE SUBSTRUCTURES

Use Permanent Metal Deck Forms (PMDF) or prestressed concrete panels.

The "H" values shown on Bridge Layouts are estimated column heights. Calculate the actual column heights based on field conditions.

Perform work during good weather unless otherwise directed. If work is performed at Contractor's option, when inclement weather is impending, and the work is damaged by

subsequent precipitation, the Contractor is responsible for all costs associated with replacing the work, if required.

Prior to the completion of work, stencil the National Bridge Inventory (NBI) number (structure number) on each structure built/shown on this project, as directed. Verify with the Construction Observer that the NBI number, which is shown on each Bridge Layout, is the number to use. Stencil the NBI number in an approved location on each bridge. Consider subsidiary to the pertinent Items.

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

ITEM 425 & 441 PRECAST PRESTRESSED CONCRETE STRUCTURAL MEMBERS & STEEL STRUCTURES

Hold a Prephase meeting for the erection of concrete & steel members such as, Precast-Prestressed Concrete Beams, Precast-Prestressed Concrete Panels, and Structural Steel Beams, etc., prior to the work, as directed.

ITEM 432 – RIPRAP
Fibers for Concrete as defined in DMS-4550 will not be allowed.

Make all mow strip riprap four (4) inches, unless otherwise directed.

Additional riprap may be required, as determined by the Construction Observer, near the end of project completion, due to unanticipated erosion locations. Any additional, approved riprap will be paid under this Item.

Consider saw cutting of riprap as subsidiary.

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

ITEM 454 - BRIDGE EXPANSION JOINTS
Apply protection System II to structural steel armor joint.

ITEM 462 - CONCRETE BOX CULVERTS AND DRAINS
Provide Shop Drawings, signed and sealed by a Licensed Professional Engineer, for all precast box culverts. Indicate the appropriate design load as shown on the plans LRFD and the maximum design depth of fill.

Use cohesionless backfill material of aggregate size range of ⅜-inch to 1½-inch, for bedding material.

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

ITEM 465 – JUNCTION BOXES, MANHOLES AND INLETS
Curb Inlet heights (H) shown in plans are for contractor information. Curb & gutter at curb inlets should be constructed to match profile and cross slope of roadway.

Adjust inlet locations to the upstream side of driveways to accommodate driveway relocation.

Consider excavation and backfill, frames, grates, rings and covers subsidiary to pertinent Items.

Provide temporary drainage at each curb inlet and maintain until the final course of asphaltic concrete pavement is placed.

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

ITEM 466 - HEADWALLS AND WINGWALLS
Use Class C concrete for headwalls or wingwalls.

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

ITEM 467 - SAFETY END TREATMENT

Cut pipe ends, in the field, to match roadway side slopes, or as directed. Apply asphalt base aluminum paint to the cut ends.

All Type II SET's shall have mitered pipe ends and cast-in-place riprap aprons.

Use Class C concrete.

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

ITEM 502 - BARRICADES, SIGNS, AND TRAFFIC HANDLING

Unless otherwise approved, 1 lane in each direction shall remain open at all times.

Nighttime lane closures will be allowed from 8:00 PM to 5:00 AM, unless otherwise shown on the plans.

No Daytime Lane Closures will be allowed, unless otherwise shown on the plans or as directed by the GEC.

The GEC is the authority to approve additional lane closures, prior to any work.

Maintain a written record of documentation of "The Additional Approved Lane Closures."

Submit and secure concurrence, prior to the publication of any notices or placement of any traffic control devices for implementation of the traffic control plan, hereinafter called a Lane Closure Notice (LCN).

Present to GEC, an LCN for traffic control, which is proposed for implementation, a minimum of four (4) full working days preceding any proposed implementation date. Indicate the estimated date, time, duration, and location for the proposed work. As a part of the LCN submit a written description of the lane closure(s) depicting the proposed traffic control devices used, based on the appropriate plan sheet, TxDOT or TMUTCD standards, and an operational description of the work to be performed.

Present to GEC, LCN's proposed to detour traffic, a minimum of seven (7) full calendar days preceding any proposed implementation date.

Present to GEC, LCN's proposed for night work, a minimum of seven (7) full calendar days preceding any proposed implementation date.

Receive concurrence prior to LCN implementation.

Meet with the Construction Observer prior to roadway and lane closures to ensure that sufficient equipment, materials, devices, and workers will be used. Discuss contingency plans at that time. Consider inclement weather prior to implementing the lane closures.

Submit a cancellation of any lane closures, no later than noon on the day preceding the proposed work.

Coordinate Main Lane closures with adjacent projects.

Obtain prior approval for any Lane Closures of the mainlanes, which occur during peak hours. Maintain a minimum of 1 lane open, in each direction, at all times. This includes 'full' closures of the Roadway, unless otherwise directed.

Take immediate action to modify Closures / Traffic Control, if at any time backup (roadway queuing) becomes unreasonable (greater than 20 minutes). Have in place, a contingency plan of how this will occur.

Utilize Shadow Vehicle with Truck Mounted Attenuator for setup and removal of each lane closure.

Do not set up any Lane Closure / TCP when the pavement is wet prior to the "setup," unless otherwise directed. Revise Traffic Control, when inclement weather is imminent, as directed.

Incorporate and maintain a 3H: 1V safety wedge into the proposed construction for any roadway edge of 2 inches or greater adjacent to a roadway under traffic.

Within the limits of the project, provide standard barricades, warning signs, delineators, lights, 28-inch cones, and flaggers in enough numbers and combinations, as directed.

For Mainlanes use night-work and same-night remove-and-replace operations.

No closures will be allowed on the weekends, which include the following holidays: January 1, the last Monday in May, July 4, the first Monday in September, the fourth Thursday in November, December 25, Easter weekend, and the working day prior to or immediately after any of the aforementioned holidays. Unless otherwise approved, no closures will be allowed on the weekends of special events that could be impacted by the construction. Ensure all equipment, vehicles, workers, etc., associated with these closures are off the roadways and all lanes re-opened, at least, by noon of the Friday before these holidays and special events.

Maintain a minimum of 1 through lane in each direction, during the daylight hours, as directed.

ITEM 529 – CONCRETE CURB, GUTTER AND COMBINED CURB AND GUTTER
Fibers for concrete as defined in DMS-4550 will not be allowed.

ITEM 530 – INTERSECTIONS, DRIVEWAYS, AND TURNOUTS
Notify property owners a minimum of 48 hours in advance of beginning work on their driveways. Provide, to GEC, a list of each notification and contact prior to each closure.

Provide access, at all times, to adjacent property. Construct driveways one-half sections, to allow access.

Do not completely close driveways for reconstruction purposes, unless a reasonable alternate access exists to the property, as approved.

Place the Flex Base for the Driveways using Ordinary Compaction.

ITEM 540 - METAL BEAM GUARD FENCE

Before beginning the installation of the proposed MBGF, stake the locations for approval. Adjust the limits of the Metal Beam Guard Fence (MBGF) to meet field conditions, as directed, before erection.

Furnish new, round, domed and unpainted timber posts. Furnish steel posts at locations where the minimum embedment shown on the plans for wooden posts cannot be achieved. Field verify the steel post lengths before fabrication. Consider the steel posts subsidiary to pertinent Items.

Install all permanent MBGF and delineators, when the roadway is constructed in one-half widths, on that section, before opening the road to traffic.

Adjust existing rail as per plans and in accordance with the latest TxDOT standard. Removal, replacement, or installation of mow strip block out material will be subsidiary. Constructing new or backfilling, using class B concrete, unused mow strip block outs will be subsidiary

Provide Rail Elements that meet AASHTO M 180 TY I Galvanization (1.80 Oz per SY).

ITEM 585 - RIDE QUALITY FOR PAVEMENT SURFACES

Use Surface Test Type B Pay Adjustment Schedule 3 (1, 2, or 3) to evaluate ride quality of the travel lanes in accordance with Item 585, “Ride Quality for Pavement Surfaces.”

ITEM 644 - SMALL ROADSIDE SIGN ASSEMBLIES

Fabricate all small signs not detailed on the plans in conformance with the latest edition of the “Standard Highway Sign Designs for Texas.”
http://www.txdot.gov/business/resources/signage.html

ITEM 662 - WORK ZONE PAVEMENT MARKINGS

Notify the Construction Observer at least 24 hours in advance of removing existing striping and placing pavement markings & markers.

Apply markings during good weather unless otherwise directed. If markings are placed at Contractor’s option, when inclement weather is impending, and the markings are damaged by

subsequent precipitation, the Contractor is responsible for all costs associated with replacing the markings if required.

Remove work zone pavement markings within 48 hours after permanent striping has been completed.

Foil backed pavement markings will not be allowed.

ITEM 666 - RETROREFLECTORIZED PAVEMENT MARKINGS

Reference existing channel islands, gores, and lane striping before commencing work. Provide referencing that will include a sketch of the layout to the Construction Observer. Obtain approval for placement of guidemarks from the Construction Observer before installing any permanent pavement markings. Consider subsidiary to the pertinent Items.

ITEM 672 - RAISED PAVEMENT MARKERS

Place the bituminous adhesive at a temperature range of 380°F to 390°F. Place the pavement marker on the bituminous adhesive within approximately 20 seconds after the adhesive is placed on the pavement. Ensure the pavement marker rests solely on the adhesive and not the pavement surface. Ensure that a minimum of ⅛ in. layer of bituminous adhesive remains between the pavement marker and the pavement surface.

ITEM 677 - ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS

Remove and dispose of, off the right of way, any existing raised pavement markings before beginning surfacing operations. Remove the existing traffic buttons and pavement markers, daily, as work progresses and as directed. Consider subsidiary to the pertinent Items.

Grinding is not an acceptable method of stripe removal on final pavement surface.

Black paint will not be allowed, unless otherwise directed. Acceptable methods will be sand blasting (Blasting Method) or strip sealing (Surface Treatment Method).

BILL PICKETT TRAIL
WILLIAMSON COUNTY
GOVERNING SPECIFICATIONS
(STANDARD SPECIFICATIONS, SPECIAL PROVISIONS, AND SPECIAL SPECIFICATIONS)

WHERE DISCREPENCIES OCCUR BETWEEN THE VARIOUS GOVERNING SPECIFICATIONS, THE SPECIAL PROVISIONS SHALL GOVERN OVER BOTH STANDARD SPECIFICATIONS AND SPECIAL SPECIFICATIONS.

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED AS FOLLOWS:

STANDARD SPECIFICATIONS: ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION NOVEMBER 1, 2014. STANDARD SPECIFICATIONS ARE INCORPORATED INTO THE CONTRACT BY REFERENCE.

< > REFERNCE ITEMS NOT USED ON THIS CONTRACT
( ) REFERENCE ITEMS USED ON THIS CONTRACT

ITEMS 1 - 9 ARE SUPERSEDED BY THE CONTRACT GENERAL AND SPECIAL CONDITIONS, WHERE APPLICABLE. WHEREVER, IN THE TXDOT STANDARD SPECIFICATIONS, REFERENCE IS MADE TO THE STATE OF TEXAS, THE DEPARTMENT AND ITS REPRESENTATIVES, SUCH REFERENCE SHALL BE TAKEN TO MEAN WILLIAMSON COUNTY AND ITS REPRESENTATIVES.

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ITEM 104 REMOVING CONCRETE
ITEM 110 EXCAVATION (132)
ITEM 132 EMBANKMENT (100) <160> (204) (210) (216) (260) (400)
ITEM 168 VEGETATIVE WATERING
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ITEM 247 FLEXIBLE BASE <105> (204) (210) (216) (520)
ITEM 260 LIME TREATMENT (ROAD-MIXED) <105> (204) (210) (216) (247) (300) (310) (520)
ITEM 300 ASPHALTS, OILS, AND EMULSIONS
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ITEM 454 BRIDGE EXPANSION JOINTS (429) (442) <785>
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ITEM 506	TEMPORARY EROSION, SEDIMENTATION AND ENVIRONMENTAL CONTROLS <161> (432) (556)
ITEM 529	CONCRETE CURB, GUTTER, AND COMBINED CURB AND GUTTER <360> (420) (421) (440)
ITEM 530	INTERSECTIONS, DRIVEWAYS, AND TURNOUTS (247) (260) <263> <275> <276> <292> (316) (330) <334> <340> (341) (360) (421) (440)
ITEM 540	METAL BEAM GUARD FENCE (421) <441> (445) (529)
ITEM 544	GUARDRAIL END TREATMENTS
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ITEM 644	SMALL ROADSIDE SIGN ASSEMBLIES (421) (440) <441> (442) (445) (636) (643) (656)
ITEM 658	DELINEATOR AND OBJECT MARKER ASSEMBLIES (445)
ITEM 666	RETROREFLECTORIZED PAVEMENT MARKINGS (316) (502) (662) (677) (678)
ITEM 672	RAISED PAVEMENT MARKERS (677) (678)
ITEM 678	PAVEMENT SURFACE PREPARATION FOR MARKINGS (677)

SPECIAL PROVISIONS: THE CONTENT OF THE SPECIAL PROVISIONS ARE INCLUDED ON THE FOLLOWING PAGES.

SPECIAL PROVISION	002-WC1
SPECIAL PROVISION	002-WC2
SPECIAL PROVISION	002-WC3
SPECIAL PROVISION	000-2332
SPECIAL PROVISION 160 – WC 001	TOPSOIL
SPECIAL PROVISION 161 – WC 001	COMPOST
SPECIAL PROVISION 164 – WC 001	SEEDING FOR EROSION CONTROL
SPECIAL PROVISION 168 – WC 001	VEGETATIVE WATERING
SPECIAL PROVISION 500	MOBILIZATION
SPEICAL PROVISION 502	BARRICADES, SIGNS, TRAFFIC HANDLING

SPECIAL SPECIFICATIONS: THE CONTENT OF THE SPECIAL SPECIFICATIONS ARE INCLUDED ON THE FOLLOWING PAGES.

SPECIAL SPECIFICATION WC105-001	BIODEGRADABLE EROSION CONTROL LOGS
SPECIAL SPECIFICATION WC5001	GEOGRID BASE REINFORCEMENT

GENERAL: THE ABOVE-LISTED SPECIFICATION ITEMS ARE THOSE UNDER WHICH PAYMENT IS TO BE MADE. THESE, TOGETHER WITH SUCH OTHER PERTINENT ITEMS, IF ANY, AS MAY BE REFERRED TO IN THE ABOVE-LISTED SPECIFICATION ITEMS, AND INCLUDING THE SPECIAL PROVISIONS AND SPECIAL SPECIFICATIONS LISTED ABOVE, CONSTITUTE THE COMPLETE SPECIFICATIONS FOR THIS PROJECT.

Special Provision 002—WC1
Right Of Way Important Notice to Contractors

The Contractor's attention is directed to the fact that there may be some outstanding right of way acquisitions as of January 2016 required for the construction of this project. The County anticipates that these acquisitions will be completed as shown.

For the Contractor's information, the following is a list of all tracts of right of way required for the construction of the project. The Contractor is invited to review the outstanding acquisitions with the Engineer assigned to this project and listed in the "notice to Contractors." An extension of work time may be granted, as necessary, for delays caused by interference with acquisitions beyond the estimated dates of clearance.

The following right of way tracts are to be acquired as shown. The approximate location is based on the project centerline/baseline stationing.

PARCEL	OWNER	RT/LT OF CL	APPROX. LOCATION	ESTIMATED DATE OF ACQUISITION
3	Taylor Independent School District	RT/LT	From Sta. 26+53.58 to Sta. 32+07.39	April 1, 2016
5	William B. Bohls, Stephen F. Bohls	LT	From Sta. 57+40.22 to Sta. 59+38.25	March 1, 2016
6	Gregory R. Brinkmeyer, Vicki Lynn Brinkmeyer	LT	From Sta. 59+34.02 to Sta. 70+23.69	June 1, 2016
7	James E. Wolbrueck, David J. Wolbrueck, Susan J. Wolbrueck	RT	From Sta. 59+34.02 to Sta. 71+82.91	June 1, 2016

Special Provision 002—WC2
Utilities Important Notice to Contractors

The Contractor's attention is directed to the fact that there may be some outstanding utility adjustments as of January 2016 required for the construction of this project. The County anticipates that these utility adjustments will be completed as shown.

The Contractor is invited to review the outstanding utility adjustments with the engineer assigned to this project and listed in the "notice to Contractors." An extension of work time may be granted, as necessary, for delays caused by utility interference with this work.

The following utilities are to be adjusted by their owners and are to be completed as shown. The approximate location is based on the project centerline/baseline stationing.

OWNER	APPROX. LOCATION	DATE OF RELOCATION
City of Taylor Electric/Wilco Parks	Sta. 23+08 Lt. 60' to Sta. 24+02 Rt. 60' Crossing	March 26, 2016
Oncor	Sta. 25+79 Lt. 60' to Sta. 27+18 Rt. 60' Crossing	May 15, 2016

* Estimated

Special Provision 002—WC3
Environmental Permitting
Important Notice to Contractors

The Contractor's attention is directed to the fact that there may be some outstanding environmental permits as of January 2016 required for the construction of this project. The County anticipates that these permits will be acquired as shown.

The Contractor is invited to review the outstanding permitting requirements with the engineer assigned to this project and listed in the "notice to Contractors." an extension of work time may be granted, as necessary, for delays caused by environmental permitting interference with this work.

The following environmental reports and/or permits are to be completed or secured as shown.

PERMIT/REPORT	REQUIRED	NOT REQUIRED	DATE OF APPROVAL
Environmental Impact Statement		X	
Environmental Assessment	X		12/4/15
Categorical Exclusion		X	
Phase 1 Environmental Assessment		X	
Jurisdictional Waters Survey	X		12/4/15
Archaeological Investigations	X		12/28/15
Cultural Resources Survey	X		12/28/15
Karst Survey		X	
Habitat Assessment	X		12/4/15
Geological Survey		X	
Contributing Zone Plan		X	
Water Pollution Abatement Plan		X	
Air Quality Analysis		X	
Noise Quality Analysis		X	

* Estimated

Special Provision 000-2332
Schedule of Liquidated Damages

Table1
Schedule of Liquidated Damages

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

SPECIAL PROVISION

160 – WC 001

TOPSOIL

For this project, Item 160, "Topsoil," of the Standard Specifications, is hereby voided and replaced in its entirety with the clauses and requirements below.

PART 1- GENERAL

1.1 DESCRIPTION

Furnish and apply topsoil as shown in the plans or as directed.

1.2 RELATED ITEMS

A. Item 161-WC 001 "Compost"
B. Item WC 101 "Soil Ripping"

1.3 MEASUREMENT

This item will be measured by the 100-ft. station along the baseline of each roadbed, by the square yard complete in place, or by the cubic yard in vehicles at the point of delivery.

1.4 PAYMENT

Unless topsoil is specified as a pay item, the work performed and materials furnished in accordance with this item will not be paid for directly but will be subsidiary to pertinent Items.

When topsoil is specified on the plans as a pay item, the work performed and topsoil furnished will be paid for at the unit price bid for "Furnishing and Placing Topsoil" of the depth specified on the plans (except for measurement by the cubic yard). This price is full compensation for securing necessary sources and royalties; furnishing topsoil; excavation, loading, hauling, stockpiling and placing; watering; rolling and equipment, labor, materials, tools and incidentals. Limits of excavation and embankment for payment are shown in Figure 1.

1.5 QUALITY CONTROL SUBMITTALS

A. Submit one (1) pound sample of on-site stockpiled topsoil for approval.
B. Submit imported topsoil and supplier information, including product composition, as well as a one (1) pound sample for approval.
C. A statement that the on-site stockpiled topsoil has met the decomposition process.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Use easily cultivated, fertile topsoil, through fresh mining, that is free from objectionable material such as weed seeds, roots, rhizomes, or stolons, has a high resistance to erosion, and is able to support plant growth.
    1. Obtain topsoil from the right of way at sites of proposed excavation or embankment when specified on the plans, or as directed.
    2. Secure additional topsoil, if necessary, from approved sources outside the right of way in accordance with all applicable environmental laws, rules, regulations, and requirements. Ensure that the topsoil obtained from sites outside the right of way has a pH of 5.5 to 8.5.
    3. Topsoil is subject to testing by the Engineer.
    4. Use water that is clean and free of industrial wastes and other substances harmful to the growth of vegetation.

PART 3 – EXECUTION

3.1 SEQUENCING

A. Following removal of the existing vegetation from the site (if specified), excavate in specified areas and place in a stockpile on-site. Complete the decomposition process in stockpile prior to installation or use of topsoil at depths specified on plans. Install topsoil prior to installation of erosion control compost (ECC). Reference Item 161-WC 001, "Compost" for installation specifications.

3.2 CONSTRUCTION

A. Installation

1. Remove and dispose of objectionable material from the topsoil source before beginning the work.
2. Place excavated topsoil in stockpiles no less than three (3) feet by three (3) feet by three (3) feet in size at designated locations along the right of way line or as directed.
3. Keep source and stockpile areas drained during the period of topsoil removal and leave them in a neat condition when removal is complete.
4. From June 1 to October 15, completely turn the stockpiled mulch once per month. Internal temperature of the material should be 120-140F. Stockpile should continue to be turned and remain at this internal temperature for no less than one (1) month before use.
5. From October 16 to May 31, if the average outdoor temperature is below 75F, remove and discard the top six (6) inches of the stockpile. It is not necessary to turn the stockpile during this time period.
6. Stockpiles should be surrounded by biodegradable erosion control logs to prevent run-off of material.
7. Uniformly blend topsoil per "Compost" if specified as Compost Modified Topsoil (CMT). Reference "Compost" for installation specifications.
8. For subsoils that are not compacted, scarify or break the surface of the soil with a flexible tine harrow one (1) to two (2) inches in depth. Spread the topsoil to a uniform loose cover at the thickness specified. Place and shape the topsoil to no greater than 70-75% Proctor density. Soils compacted above the specified Proctor density must be ripped until they are within the desired percentages according to Item WC 101, "Soil Ripping." Apply the topsoil to the ripped soil and work into the lower soil horizons with a harrow.

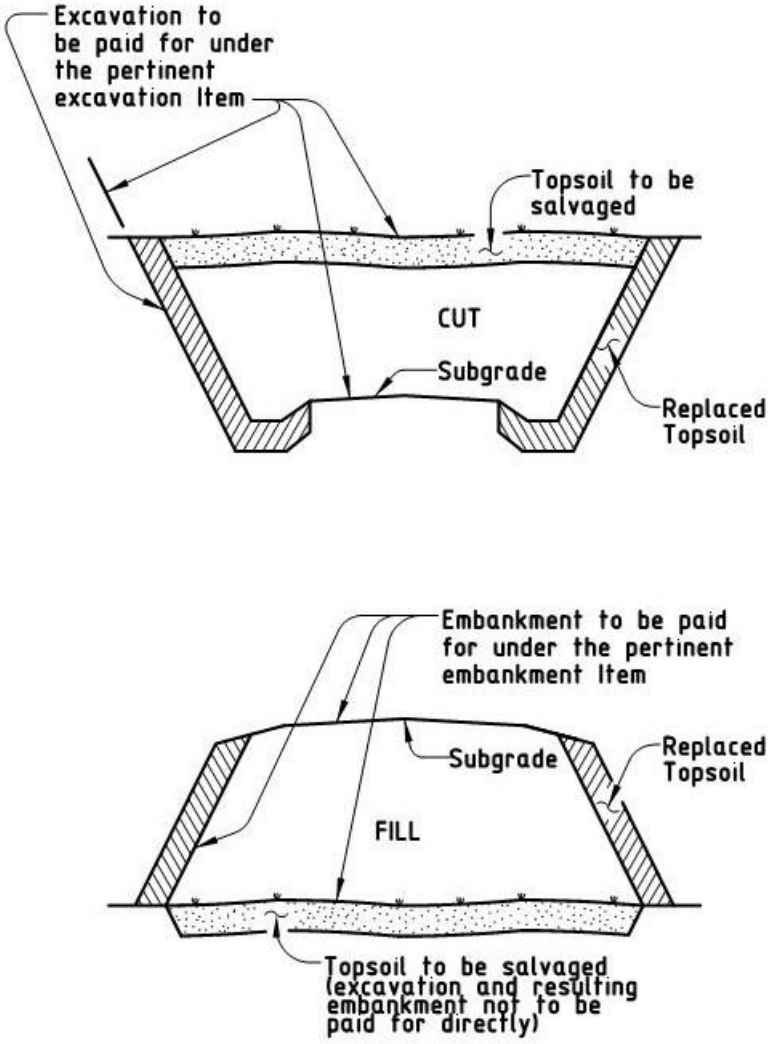


Figure 1
Roadway cross sections showing payment for excavation and embankment.

SPECIAL PROVISION

161 – WC 001

COMPOST

For this project, Item 161, "Compost," of the Standard Specifications, is hereby voided and replaced in its entirety with the clauses and requirements below.

PART 1- GENERAL

1.1 DESCRIPTION

Furnish and apply compost as shown in the plans or as directed.

1.2 RELATED ITEMS

A. Item WC 102 "Mulch"
B. Item WC 101 "Soil Ripping"
C. Item 164-WC 001 "Seeding for Erosion Control"
D. Item 160-WC 001 "Topsoil"
E. United States Code of Federal Regulations (CFR), Title 40, Part 503 standards for Class A biosolids
F. Texas Commission on Environmental Quality (TCEQ) health and safety regulations as defined in the Texas Administrative Code (TAC), Chapter 332, including the time and temperature standards in Subchapter B, Part 23
G. USCC Seal of Testing Assurance (STA) program

1.3 MEASUREMENT

This item will be measured by the square yard or cubic yard.

1.4 PAYMENT

Unless compost is specified as a pay item, the work performed and the materials furnished in accordance with this Item will not be paid for directly but will be subsidiary to pertinent items.

When compost is specified on the plans as a pay item, the work performed and the compost furnished will be paid for at the unit price bid for "Compost Manufactured Topsoil" or "Erosion Control Compost" of the depth specified. This price is full compensation for furnishing materials, labor, equipment, maintenance, tools, supplies, and incidentals.

1.5 QUALITY CONTROL SUBMITTALS

A. Prior to the delivery of the compost to the site, the following submittals are to be provided to the Owner's representative for approval:
    1. A statement that the compost meets federal and state health and safety regulations.
    2. A statement that the composting process has met time and temperature requirements.
    3. A copy of the producer's STA certification.
    4. A copy of the lab analysis, performed by an STA-certified lab, verifying the compost meets the materials requirements, for every 1000 c.y. of material. Test data should not be older than one (1) month old.
    5. The compost installation method.
    6. A copy of purchase receipt from approved vendor.
    7. A copy of the current TCEQ compliance statement signed by the facility manager when furnishing biosolids compost.
    8. A copy of the compost analysis from the compost supplier that lists NO3, NH4, and P levels (parts per million).

PART 2 – PRODUCTS

2.1 MATERIALS

A. Compost

1. Furnish compost that has been produced by aerobic (biological) decomposition of organic matter and meets the requirements set forth by the United States Department of Agriculture and the United States Composting Council (USCC), "Test Methods for Examination of Composting and Compost" (TMECC), shown in 2.1.A.2.
2. Physical Requirements for Compost:
    a. Particle Size: 95% passing 5/8 in., 70% passing 3/8 in. in accordance with TMECC 02.02-B, "Sample Sieving for Aggregate Size Classification"
    b. Heavy Metals: Pass in accordance with TMECC 04.06, "Heavy Metals and Hazardous Elements"
        i. 04.06-As, Arsenic
        ii. 04.06-Cd, Cadmium
        iii. 04.06-Cu, Copper
        iv. 04.06-Pb, Lead
        v. 04.06-Hg, Mercury
        vi. 04.06-Mo, Molybdenum
        vii. 04.06-Ni, Nickel
        viii. 04.06-Se, Selenium
        ix. 04.06-Zn, Zinc
    c. Soluble Salts: 5.0 max.* dS/m in accordance with TMECC 04.10-A, "1:5 Slurry Method, Mass Basis" (*A soluble salt content up to 10.0 dS/m for compost used in CMT will be acceptable)
    d. pH: 5.5 – 8.5** in accordance with TMECC 04.11-A, "1:5 Slurry pH" (**A maximum pH of 9.5 will be acceptable for manure compost)
    e. Maturity: greater than 80% in accordance with TMECC 05.05-A, "Germination and Root Elongation"
    f. Organic Matter Content: 25-65%*** (dry mass) in accordance with TMECC 05.07-A, "Loss-On-Ignition Organic Matter Method" (***A minimum organic matter content of 10% will be acceptable for manure compost)
    g. Stability: less than 0.5 mg CO_2 carbon/g compost carbon/day
    h. Fecal Coliform: Pass in accordance with TMECC 07.01-B, "Fecal Coliforms"
3. Compost feedstock may include, but is not limited to, leaves and yard trimmings, biosolids, food scraps, food-processing residuals, manure or other agricultural residuals, forest residues, bark, and paper.
4. Compost shall be reasonably free (less than 1% by dry weight) of manmade foreign matter. The organic matter shall not possess objectionable odor and shall not resemble the raw material from which it was derived. Particle size shall meet the following additional specifications: maximum particle length 0.5"
5. Ensure compost does not contain any visible refuse, other physical contaminants, or any substance considered to be harmful to plant growth, as approved by the engineer. Do not use materials that have been treated with chemical preservatives as a compost feedstock or as wood chips.
6. Provide compost meeting all applicable United States Code of Federal Regulations (CFR), Title 40, Part 503 standards for Class A biosolids and Texas Commission on Environmental Quality (TCEQ) health and safety regulations as defined in the Texas Administrative Code (TAC), Chapter 332, including the time and temperature standards in Subchapter B, Part 23. Meet the requirements of the USCC Seal of Testing Assurance (STA) program. (TXDOT, 2004)
7. Compost shall be obtained from any of the following approved vendors (vendors that utilize static compost piling are preferred):
    a. Organics by Gosh, Austin TX
    512-276-1211
    b. Garden-ville, Austin TX

1-888-655-6115

c. Geo Growers, Austin TX
512-892-2722

d. Soil Express, Prosper TX
972-347-2994

B. Compost Manufactured Topsoil (CMT)

CMT consists of blended compost, as specified in 2.1.A, and mineral soil. The Contractor shall determine the blend based on the compost supplier's nutrient analysis and the corresponding ratios in Table 1. The mineral soil should have a soil texture of less than 75% sand, and organic matter less than 2%. Measures must be taken to avoid weed contamination, through fresh mining, or complete cover or non-use of top six (6) inches of stockpiled material. Reference Item 160-WC 001 "Topsoil" for stockpiling specifications of on-site excavated topsoil. Material sources must be approved by the Owner's Representative. Dilution of compost must not be achieved with organic matter (mulch).

Table 1. Compost to mineral soil amendment ratios for Compost Manufactured Topsoil (CMT)

Compost Condition NO3, NH4, or P (available):	**Ratio (volume) compost: soil**
exceed 2000 ppm (0.2%)	1:25
are less than 2000 ppm (0.2%) but greater than 1000 ppm (0.1%)	1:20
are less than 1000 ppm (0.1%) but greater than 500 ppm (0.05%)	1:10
are less than 500 ppm (0.05%) but greater than 250 ppm (0.025%)	1:4
are less than 250 ppm (0.1%) but greater than 100 ppm (0.05%)	2:3

Source: Lady Bird Johnson Wildflower Center, 2010

C. Erosion Control Compost (ECC)

ECC consists of compost, as specified in 2.1.A, blended with mulch in a ratio of three (3) parts compost to one (1) part mulch **(3:1)**. Mulch to be in accordance with Item WC 102, "Mulch."

PART 3 – EXECUTION

3.1 SEQUENCING

A. CMT

Initiate site preparation, CMT and fine grading prior to any native grass and wildflower seeding as specified in the plans or as directed to disturbed roadside areas and channels. If road base operations have not been completed, exclude site preparation and CMT installation fifteen (15) feet from the road pavement.

B. ECC

Initiate site preparation, topsoil installation, fine grading and ECC topdressing installation prior to any grass and wildflower seeding as specified in the plans or as directed to disturbed roadside areas and channels. If road base operations have not been completed, exclude site preparation and ECC topdressing installation fifteen (15) feet from the road pavement.

C. Following road pavement, initiate specified CMT or ECC installation prior to grass and wildflower seeding to remaining disturbed areas, as specified in the plans or as directed

3.2 CONSTRUCTION

A. Site Preparation

1. Remove debris, unsatisfactory soil materials and obstructions from surface prior to CMT or ECC installation.
2. Remove top growth of vegetation to remain by mowing to a six (6) inch height to ensure that the CMT or ECC contacts the surface material.
3. CMT and ECC should not be installed onto compacted soil. Scarify or break the surface of the soil with a flexible tine harrow one (1) to two (2) inches in depth.

B. Installation

1. Apply CMT or ECC evenly at depths and locations as indicated in the drawings or as directed.
2. Installation method of the CMT or ECC is to be determined by the Contractor and submitted for approval. Any of the following are acceptable methods of installation:
    a. By hand raking
    b. By mechanized spreader
    c. By a pneumatic blower – Seed can be mixed with CMT or ECC during this application. Reference Item 164-WC001 "Seeding for Erosion Control".
3. Depending on slope, accessibility of location, and rockiness of the terrain, the Contractor is to select an approved installation method that is the least invasive to the adjacent areas.
4. Spread the CMT or ECC to a uniform loose cover at the thickness specified.
5. Till the Compost Manufactured Topsoil (CMT) to a depth no less than four (4) inches to integrate into the subsoil.
6. Lightly rake the Erosion Control Compost (ECC) compost to ensure good seed to compost contact.
7. Apply Erosion Control Compost (ECC) at least three (3) feet over the shoulder of a slope to prevent rill formation and erosion of compost.
8. Do not apply Erosion Control Compost (ECC) on surfaces with a slope greater than 4:1.
9. Do not apply on surfaces that are muddy, frozen or contain frost or ice.
10. Do not roll or tamp CMT or ECC.
11. Do not compact the CMT or ECC after application with heavy equipment or foot traffic.

3.3 MAINTENANCE

A. Requirements

1. Maintain CMT or ECC in a functional condition at all times and correct deficiencies immediately until acceptance of project.
2. Install additional CMT or ECC as directed by the Owner's Representative after inspection.
3. Protect areas from traffic and repair or re-establish if damaged or compacted.
4. Restore appearance, quality and condition to match adjacent work if damaged.

B. Schedule

1. The CMT or ECC should be inspected weekly until native grass is established, in accordance with the Stormwater Pollution Prevention Plan and within 24 ours of ever one half inch (½") or greater rain event until project completion.

SPECIAL PROVISION

164 – WC 001

SEEDING FOR EROSION CONTROL

For this project, Item 164, "Seeding for Erosion Control," of the Standard Specifications, is hereby voided and replaced in its entirety with the clauses and requirements below.

PART 1- GENERAL

1.1 DESCRIPTION

Provide and install native grass seeding as shown in the plans or as directed.

1.2 RELATED ITEMS

A. Item 161-WC 001 "Compost"
B. Item 168-WC 001 "Vegetative Watering "
C. Item 160-WC 001 "Topsoil"
D. Item 636 "Aluminum Signs"
E. Item 644 "Small Roadside Sign Supports and Assemblies"

1.3 REFERENCES

A. Federal Seed Act
B. Texas Seed Law

1.4 MEASUREMENT

This item will be measured by the square yard, by the acre, or by the pound.

1.5 PAYMENT

A. The work performed and the materials furnished in accordance with the seeding Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Seeding for Erosion Control." This price is full compensation for furnishing materials, including seed, mowing, labor, equipment, maintenance, tools, supplies, and incidentals.
B. When humic acid or MycoApply Endo are specified on the plans as a pay item, the work performed and the material furnished will be paid for at the unit price bid for "Humic Acid" or "MycoApply Endo" at the application rates specified. This price is full compensation for furnishing materials, labor, equipment, water, tools, supplies, and incidentals.

1.6 QUALITY CONTROL SUBMITTALS

A. Submit seeding product data, including plant tags and seed certification for native grass seed mix for approval.
B. Submit seed planting equipment method, manufacturer and data for approval.
C. Submit product data and sample for sign in accordance with Tex-726-I.
D. Submit humic acid and MycoApply Endo product data and supplier's information for approval.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Native Grass Seed

Provide seed as shown in the plans or as directed, using Tables 1-11 to determine the appropriate seed mix and rates, and meeting the requirements of the Federal Seed Act and Texas Seed Law, including the testing and labeling for pure live seed (PLS= Purity and Germination). Minimum purity shall be 50%. The seed test to be conducted by the State Seed Laboratory, and a seed test report shall be submitted in accordance with 1.6, "Quality Control Submittals." Each type (mix) of seed must be mixed by the supplier and delivered in labeled and unopened bags or containers, unless otherwise approved by the Owner's representative. Do not blend the seed mixes on site. Use within twelve (12) months from that date of analysis. When Buffalograss is specified, use seed treated with KNO3 (potassium nitrate) to overcome dormancy.

Parts A and B of the seed mix tables are the primary seed mixes for application. In the event that a species in Part A or B of the mixes is not seasonally available, coordinate with the seed supplier to designate substitute species and quantities in the mix using Part C of the tables. Substitutions will only be allowed at the discretion of the County.

Seeds must be stored in a dry, well-ventilated location away from contaminants. Seed storage humidity level should be lower than 75%. Store any unused seed in a water resistant container. If seed will be stored longer than one (1) year, the optimal temperature range would be 40-60F.

During transit (from storage to sowing), seed should be protected from dramatic temperature fluctuations day after day; temperature cannot exceed 100F at any time. Seed must remain dry and protected from sun exposure. The transit period may not exceed ten (10) days.

Obtain native grass seed from any three of the approved providers:

1. Native American Seed, Junction TX. 1-800-728-4043
2. Wildseed Farms, Fredericksburg, TX. 1-800-848-0078
3. Douglas W. King Company, San Antonio, TX. 1-888-357-3337

Table 1: Type 1 – Standard Tall Native Grass Seed Mix For Edward's Plateau and Blackland Prairie Eco-Regions

Part A: Wildflowers		
Species	Common Name	lbs per acre
Cassia (Chamaecrista) fasiculata	Partridge Pea	5.00
Centaurea americana	American Basketflower	5.00
Coreopsis tinctoria	Plains Coreopsis	2.00
Desmanthus illinoensis	Illinois Bundleflower	3.75
Engelmannia pinnatifida (Engelmannia peristenia)	Engelmann Daisy (Cutleaf Daisy)	9.00
Gaillardia pulchella	Indian Blanket	7.50
Helianthus maximiliani	Maximilian Sunflower	2.00
Ipomopsis rubra	Standing Cypress	3.00
Monarda citriodora	Lemon Mint	1.50
Oenothera speciosa	Pink Evening Primrose	0.50
Rudbeckia hirta	Black-eyed Susan	0.50
Thelesperma filifolium	Greenthread	2.00
		41.75

Table 1 (continued): Type 1 – Standard Tall Native Grass Seed Mix For Edward's Plateau and Blackland Prairie Eco-Regions

Part B: Grasses		
Species	Common Name	lbs per acre
Bouteloua curtipendula	Sideoats Grama	14.00
Bouteloua gracilis	Blue Grama	15.00
Buchloe dactyloides	Buffalograss	6.00
Elymus canadensis	Canada (Prairie) Wildrye	10.00
Leptochloa dubia	Green Sprangletop	4.00
Panicum virgatum	Switchgrass (Upland)	2.00
Schizachyrium scoparium	Little Bluestem	4.00
Sorghastrum nutans	Indian Grass	3.00
		58.00
Part C: Replacement Species and/or Species added for Increased Diversity		
Species	Common Name	lbs per acre
Andropogon gerardii	Big Bluestem	4.00
Argemone albiflora	White Prickly Poppy	3.00
*Bothriochloa laguroides	Silver Bluestem	
Bouteloua rigidiseta	Texas Grama Grass	2.70
Callirhoe leiocarpa	Annual Winecup	1.20
Castilleja indivisa	Indian Paintbrush	0.15
Dalea candida (Petalostemon candidus)	White Prairie Clover	1.00
Eragrostis trichoides	Sand Lovegrass	0.50
liatris mucronata	Gayfeather	2.50
Lindheimera texana	Texas Yellow Star	3.00
Oenothera missouriensis	Missouri Primrose	0.50
Oenothera speciosa	Pink Evening Primrose	0.50
Salvia azurea	Pitcher Sage	0.25
Salvia farinacea	Mealy Blue Sage	1.50
Simsia calva	Bush Sunflower	1.75
Solidago nemoralis	Grey Goldenrod	1.75
*Midway Mix (Native American Seed)	Grasses 1'-2'	2.50

Source: Lady Bird Johnson Wildflower Center, 2010

Table 2: Type 2 – Standard Tall Native Grass Seed Mix
For Post Oak Savanna Eco-Region

Part A: Wildflowers		
Species	Common Name	lbs per acre
Cassia (Chamaecrista) fasiculata	Partridge Pea	5.00
Centaurea americana	American Basketflower	5.00
Coreopsis tinctoria	Plains Coreopsis	1.00
Desmanthus illinoensis	Illinois Bundleflower	3.75
Engelmannia pinnatifida (Engelmannia peristenia)	Engelmann Daisy (Cutleaf Daisy)	9.00
Ipomopsis rubra	Standing Cypress	3.00
Monarda citriodora	Lemon Mint	1.50
Oenothera speciosa	Pink Evening Primrose	0.25
Rudbeckia hirta	Black-eyed Susan	0.50
Thelesperma filifolium	Greenthread	2.00
		31.00
Part B: Grasses		
Species	Common Name	lbs per acre
Bouteloua curtipendula	Sideoats Grama	14.00
Bouteloua gracilis	Blue Grama	15.00
Buchloe dactyloides	Buffalograss	6.00
Elymus canadensis	Canada Wildrye	10.00
Eragrostis trichoides	Sand Lovegrass	0.50
Panicum virgatum	Switchgrass (Upland)	10.00
	Little bluestem	
Sporobolus cryptandrus	Sand Dropseed	1.00
Sorghastrum nutans	Indian Grass	3.00
		63.5
Part C: Replacement Species and/or Species added for Increased Diversity		
Species	Common Name	lbs per acre
Andropogon gerardii	Big Bluestem Grass	2.00
Argemone albiflora	White Prickly Poppy	2.00
Asclepias tuberosa	Butterfly Weed	2.50
Bouteloua rigidiseta	Texas Grama Grass	2.25
Callirhoe leiocarpa	Annual Winecup	1.00
Castilleja indivisa	Indian Paintbrush	0.15
Corydalis curvisiliqua	Scrambled Eggs	0.50
liatris mucronata	Gayfeather	2.25
Lindheimera texana	Texas Yellow Star	3.00
Salvia azurea	Pitcher Sage	1.50
Salvia farinacea	Mealy Blue Sage	1.50
Simsia calva	Bush Sunflower	1.25
Tridens flavus	Purpletop (Grass)	2.25
"Midway Mix" (Native American Seed)	Grasses 1'-2' tall	2.00

Source: Lady Bird Johnson Wildflower Center, 2010

Table 3: Type 3 – Riparian Native Grass Seed Mix
For Edward's Plateau, Blackland Prairie and Post Oak Savannah Eco-Regions

Part A: Wildflowers		
Species	Common Name	lbs per acre
Centaurea Americana	American Basketflower	5.00
Coreopsis tinctoria	Plains Coreopsis	4.00
Desmanthus illinoensis	Illinois Bundleflower	7.50
Engelmannia pinnatifida (Engelmannia peristenia)	Engelmann Daisy (Cutleaf Daisy)	9.00
Helianthus maximiliani	Maximilian Sunflower	2.00
Oenothera speciosa	Pink Evening Primrose	0.50
Rudbeckia (Dracopis) amplexicaulis	Clasping Coneflower	3.00
		31.00
Part B: Grasses		
Species	Common Name	lbs per acre
Bouteloua curtipendula	Sideoats Grama	14.00
Bouteloua gracilis	Blue Grama	15.00
Buchloe dactyloides	Buffalograss	6.00
Elymus canadensis	Canada (Prairie)	10.00
Leptochloa dubia	Green Sprangletop	4.00
Panicum virgatum	Switchgrass (Upland)	2.00
Schizachyrium scoparium	Little Bluestem	4.00
Sorghastrum nutans	Indian Grass	3.00
Tripsacum dactyloides	Eastern Gamagrass	10.00
		68.00
Part C: Replacement Species and/or Species added for Increased Diversity		
Species	Common Name	lbs per acre
Andropogon gerardii	Big Bluestem	1.00
Andropogon glomeratus	Bushy Bluestem Grass (for moist areas)	0.50
Chasmanthium latifolium	Inland Sea Oats	1.50
Physostegia intermedia	Obedient Plant	0.50
*Solidago altissima (S. canadensis)	Tall Goldenrod	0.75
*Solidago gigantea	Giant Goldenrod	0.75
Salvia azurea	Pitcher Sage	0.75
"Midway Mix" (Native American Seed)	Grasses 1'-2' tall	2.50

Source: Lady Bird Johnson Wildflower Center, 2009

Table 4: Type 4 - Cool Season Native Grass Seed Mix
For Edward's Plateau, Blackland Prairie and Post Oak Savannah Eco-Regions

Species	Common Name	lbs per acre
Elymus canadensis	Prairie Wildrye	10.00
Pascopyrum smithii	Western Wheatgrass	9.00
Dalea candida (var. candida)	White Prairie Clover	3.00
		22.00

Source: Lady Bird Johnson Wildflower Center, 2009

Table 5: Type 5 – Spring Native Grass Seed Mix
For Edward's Plateau and Blackland Prairie Eco-Regions

Species	Common Name	lbs per acre
Bouteloua curtipendula	Sideoats grama	14.00
Bouteloua gracilis	Blue grama	15.00
Buchloe dactyloides	Buffalograss	6.00
Elymus canadensis	Canada wildrye	10.00
Leptochloa dubia	Green sprangletop	4.00
Panicum virgatum	Switchgrass (upland variety)	2.00
Schizachyrium scoparium	Little bluestem (native)	4.00
Sorghastrum nutans	Indian grass	3.00
		58.00

Source: Lady Bird Johnson Wildflower Center, 2009

Table 6: Type 6 – Spring Native Grass Seed Mix
For Post Oak Savannah Eco-Region

Species	Common Name	lbs per acre
Bouteloua curtipendula	Sideoats grama	14.00
Bouteloua gracilis	Blue grama	15.00
Buchloe dactyloides	Buffalograss	6.00
Elymus canadensis	Canada wildrye	10.00
Eragrostis trichoides	Sand lovegrass	0.50
Panicum virgatum	Switchgrass (upland variety)	10.00
Schizachyrium scoparium	Little bluestem (native)	4.00
Sporobolus cryptandrus	Sand dropseed	1.00
Sorghastrum nutans	Indian grass	3.00
		63.50

Source: Lady Bird Johnson Wildflower Center, 2009

Table 7: Type 7 – Standard Short Native Grass Seed Mix
For Edward's Plateau and Blackland Prairie Eco-Regions

Part A: Wildflowers		
Species	Common Name	lbs per acre
Cassia (Chamaecrista) fasiculata	Partridge Pea	5.00
Coreopsis tinctoria	Plains Coreopsis	1.00
Lupinus texensis	Bluebonnet	15.00
Gaillardia pulchella	Indian Blanket	10.00
Mondarda citriodora	Lemon Mint	3.00
Oenothera speciosa	Pink Evening Primrose	0.50
Rudbecia hirta	Black-eyed Susan	2.00
Thelesperma filifolium	Greenthread	1.50
		38.00
Part B: Grasses		
Species	Common Name	lbs per acre
Bouteloua curtipendula	Sideoats Grama	21.00
Bouteloua gracilis	Blue Grama	35.00
Buchloe dactyloides	Buffalograss	50.00
Elymus Canadensis	Prairie Wildrye	10.00
Eragrostis trichoides	Sand Lovegrass	0.50
		116.5
Part C: Replacement Species and/or Species added for Increased Diversity		
Species	Common Name	lbs per acre
Bouteloua rigidiseta	Texas Gama Grass	2.25
Callirhoe leiocarpa	Annual Winecup	1.00
Castilleja indivisa	Indian Paintbrush	0.15
Corydalis curvisiliqua	Scrambled Eggs	0.50
liatris mucronata	Gayfeather	2.25
Oenothera missouriensis	Missouri Primrose	1.75
Dalea candida (Petalostemon candidus)	White Prairie Clover	0.75
Salvia farinacea	Mealy Blue Sage	1.50
Simsia calva	Bush Sunflower	1.75
"Midway Mix" (Native American Seeds)	Grasses 1'-2' tall	2.50

Source: Lady Bird Johnson Wildflower Center, 2010

Table 8: Type 8 – Standard Short Native Grass Seed Mix
For Post Oak Savannah Eco-Region

Part A: Wildflowers		
Species	Common Name	lbs per acre
Cassia (Chamaecrista) fasiculata	Partridge Pea	5.00
Centaurea americana	American Basketflower	5.00
Coreopsis tinctoria	Plains Coreopsis	2.00
Desmanthus illinoensis	Illinois Bundleflower	3.75
Engelmannia pinnatifida	Engelmann Daisy (Cutleaf Daisy)	9.00
Gaillardia pulchella	Indian Blanket	7.50
Ipomopsis rubra	Standying Cypress	3.00
Mondardo citriodora	Lemon Mint	1.50
Oenothera speciosa	Pink Evening Primrose	0.25
Rudbecia herta	Black-eyed Susan	0.50
Thelesperma filifolium	Greenthread	2.00
		39.50
Part B: Grasses		
Grasses	Species	lbs per acre
Bouteloua curtipendula	Sideoats Grama	14.00
Bouteloua gracilis	Blue Grama	15.00
Buchloe dactyloides	Buffalograss	6.00
Elymus canadensis	Canada Wildrye	10.00
Schizachyrium scoparium	Little Bluestem (Native)	8.00
		53.00
Part C: Replacement Species and/or Species added for Increased Diversity		
Grasses	Species	lbs per acre
Argemone albiflora	White Prickly Poppy	2.50
Bouteloua rigidiseta	Texas Grama Grass	2.75
Callirhoe leiocarpa	Annual Winecup	1.00
Castilleja indivisa	Indian Paintbrush	0.15
Eragrostis trichoides	Sand Lovegrass	0.50
liatris mucronata	Gayfeather	2.50
Lindheimera texana	Texas Yellow Star	3.00
Oenothera missouriensis	Missouri Primrose	0.50
Oenothera speciosa	Pink Evening Primrose	0.25
Salvia azurea	Pitcher Sage	0.75
Salvia farinacea	Mealy Blue Sage	1.50
Simsia calva	Bush Sunflower	1.25
"Midway Mix" (Native American Seeds)	Grasses 1'-2' tall	2.50

Source: Lady Bird Johnson Wildflower Center, 2010

Table 9: Type 9 – Bare Patch Repair Mix
For Edward's Plateau, Blackland Prairie and Post Oak Savannah Eco-Regions

Species	Common Name	lbs per acre
Bouteloua curtipendula	Sideoats grama	25.00
Bouteloua gracilis	Blue grama	10.00
Leptochloa dubia	Green sprangletop	10.00
		45.00

Source: Lady Bird Johnson Wildflower Center, 2009

B. Cool Season Temporary Cover Seed
If native grass seed is to be installed during the winter period of November 8 – February 14, then Table 4 (temporary cool season mix) must be incorporated into the native grass seed mix, as specified on the plans, or as directed.

C. Compost Manufactured Topsoil (CMT) and Erosion Control Compost (ECC)
As specified in Item 161–WC 001 "Compost."

D. Topsoil
As specified in Item 160–WC 001 "Topsoil."

E. Humic Acid
Humic Acid can be obtained from the following supplier or approved equal:
1. Medina Agriculture Products 1-830-426-3011.

F. Mycorrhizal Fungi
MycoApply Endo, produced by Mycorrhizal Applications, Inc. can be obtained from the following supplier or approved equal:
1. Horizon Distributors, Inc. 512-282-2331

This product will require de-chlorinated, clean, fresh water for application.

G. Vegetative Watering
Clean, fresh and free of substances or matter that could inhibit vigorous growth of plants. As specified in Item 168–WC 001 "Vegetative Watering".

H. No Mowing Notice Sign
As specified in Item 636 "Aluminum Signs."

I. Sign Support
As specified in Item 644 "Small Roadside Sign Supports and Assemblies."

PART 3 – EXECUTION

3.1 SEQUENCING
A. Following fine grading and topsoil or compost installation, initiate seed installation as specified in the plans or as directed to disturbed roadside areas and channels. If road base operations have not been completed, exclude seeding install fifteen (15) feet from the road pavement.
B. Following road pavement, initiate seed installation following grading and topsoil or compost installation to remaining disturbed areas, as specified in the plans or as directed.
C. Install no mowing notice signs in accordance with the plans or as directed at time of Final Acceptance.

3.2 CONSTRUCTION

A. Site Preparation

1. Remove all invasive species.
   a. Invasive weeds, either living plants or weed seed, shall be minimized at the site using appropriate herbicide application and/or weed-free soil amendments. Mow, burn, or apply herbicides as needed to control unwanted vegetation as directed.
2. Seed should not be installed onto compacted soil. Scarify or break the surface of the soil with a flexible tine one (1) to two (2) inches in depth in the area to be seeded.
3. Apply specified compost and/or topsoil to the seeding surface (Refer to plans for required depth).
4. Humic Acid concentrate shall be mixed with clean, fresh water prior to application. Apply humic acid and water mixture to all areas to receive any type of native grass seeding at the rate of one (1) gallon of humic acid concentrate per acre (or .16 Teaspoons per square yard).
5. MycoApply Endo shall be mixed with de-chlorinated, clean, fresh water prior to application. The water MUST be de-chlorinated, or the fungi in the MycoApply Endo will die. Apply MycoApply Endo mixture to all areas to receive any type of native grass seeding at the rate of 10 lbs. per acre (or 0.0336 ounces per square yard).
6. The humic acid and the MycoApply Endo can be mixed together with de-chlorinated water and applied to areas to receive any native grass seeding at the same time. The water MUST be de-chlorinated or the fungi in the MycoApply Endo will die.
7. Seed area in accordance with the plans or as directed, with regard to installation specification below.

B. Installation

Apply the entire specified amount of seed to the area to be seeded. Application rates should be set to allow at least two complete passes over seeding area so the area is completely and evenly covered. Lightly rake compost and/or topsoil to ensure good seed contact. Seeds should not be buried at a depth over ¼".

1. Broadcast Seeding

   All areas shown to be seeded in the plans must be broadcast unless otherwise directed by the Engineer. Broadcast seed using hand or mechanical distribution in a uniform manner. Coordinate the application rate setting with the Owner's Representative prior to application. Apply seed on the surface of compost or topsoil. The seedbed should be culti-packed, or rolled, before and after seeding to ensure seed contact with the soil. Roll the seeding areas along slope contours. Wind speed should be fifteen (15) mph or less during seeding. Up to one-third of the seed may remain on top of the soil surface.

2. No-Till Drill Seeding

   No-till drill seeding should only be used when directed by the Engineer. Use a no-till drill to reduce the risk of erosion and loss of seed. Ensure the drill opening size is adequate to allow free movement of full range of seed sizes being planted. Coordinate the application rate setting with the Owner's Representative prior to application. Plant seed parallel to the contour of the slopes.

3. Pre-mixing Seed with Compost (CMT and ECC)

   Apply uniform dry mixture of seed and compost pneumatically only as directed by the Engineer in areas shown in the plans to a depth not to exceed two (2) inches. Pre-mixing the seed with compost will aid in a uniform application of seed.

C. Seeding Schedule

1. The preferred time to seed is from September 21 to November 7 to take advantage of winter rains.
2. Native Grass Seeding Schedule:

Table 10: Type 1, 2, 7, 8 and 9 Seeding Schedule

	OPTIMUM PLANTING TIME			
	Fall Seeding	Winter Seeding	Spring Seeding	Summer Seeding
Seeding Dates	**Sept. 21 - Nov. 7**	Nov. 8 - Feb. 14	Feb. 15 - June 15	June 16 - Sept. 20
Grass Type	**Type 1 Type 2 Type 7 Type 8 Type 9**	Type 1 Type 2 Type 6 Type 7 Type 9	Type 5 or 6	NO SEEDING
	Standard Native Grass Mix	Standard Native Grass Mix	Spring Mix	Apply Erosion Control Compost (ECC)
		PLUS	PLUS (Only if Directed)	PLUS
Supplemental Grass		Table 4		
		Cool Season Non-Native Grass Seed Mix	Apply the Table 2: Type 2 Wildflower Seed Mix in the next Fall Seeding Time Period	Apply the Type 1- Standard Native Grass Mix in the Fall Seeding Time Period

Table 11: Type 3 Seeding Schedule

	OPTIMUM PLANTING TIME			
	Fall Seeding	Winter Seeding	Spring Seeding	Summer Seeding
Seeding Dates	**Sept. 21 - Nov. 7**	Nov. 8 - Feb. 14	Feb. 15 - June 15	June 16 - Sept. 20
Grass Type	**Type 3**	Type 3	Type 3	NO SEEDING
	Riparian Native Grass Seed Mix	Riparian Native Grass Seed Mix	Riparian Native Grass Seed Mix	Apply Erosion Control Compost (ECC)
		PLUS		PLUS
Supplemental Grass		Type 4		
		Cool Season Non-Native Grass Seed Mix		Apply the Type 3- Riparian Native Grass Seed Mix in the Fall Seeding Time Period

D. Vegetative Watering
Provide vegetative watering to seeded areas shown on the plan immediately after seed installation for healthy vegetative establishment, in accordance with Item 168-WC 001, "Vegetative Watering" or as directed.

E. No Mow Signs
At final acceptance, post signs at locations indicated on the plans or as directed to prevent mowing of established native grass stands.

3.3 MAINTENANCE

A. Requirements

1. Maintain the native grass areas during and after construction until the certificate of completion is issued.
2. Maintain the erosion control compost (ECC) if the seeding time falls in the summer period. Seed the specified grass mix when the fall seeding period begins.
3. Maintain native grass areas to establish vigorous growth and plant establishment of native grass mix. Establish an overall vegetative cover of 70-80% minimum with no single bare area larger than 100 SF. Areas should have at least 30% of species diversity and be four (4) to six (6) inches in height.
4. Watering of the native grass seed shall be in accordance with Item 168-WC 001, "Vegetative Watering."
5. Posted signs should be repaired or replaced immediately if found to be damaged or missing.

B. Schedule

1. Inspect the grass areas weekly and within 24 hours after each rain event of one half inch (1/2") or more. Restore eroded areas to finished grade and reseed.
2. Reseed areas that have not established if grass cover is less than 80% of coverage (TCEQ, 2005).
3. Inspect seeded areas every two weeks during establishment phase to check for invasive species, refer to Invasive Species Control.

SPECIAL PROVISION

168 – WC 001

VEGETATIVE WATERING

For this project, Item 168, "Vegetative Watering," of the Standard Specifications, is hereby voided and replaced in its entirety with the clauses and requirements below.

PART 1- GENERAL

1.1 DESCRIPTION

Provide and distribute water to promote growth of vegetation as specified or as directed.

1.2 RELATED ITEMS

A. Item 164-WC 001 "Seeding for Erosion Control"
B. Item WC 104 "Wildflower Seeding"
C. Item 170 "Irrigation System"

1.3 MEASUREMENT

This item will be measured by the 1000 gallons as applied.

1.4 PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Vegetative Watering". This price is full compensation for furnishing and operating watering equipment and measuring devices for furnishing and applying water, including hauling, equipment, labor, and incidentals.

1.5 QUALITY CONTROL SUBMITTALS

A. Submit water source and technique of application for approval.
B. Submit a layout drawing and shop drawings of the temporary irrigation system (drip or rotor/spray irrigation) for approval.
C. Submit a report of pH and soluble salt levels of the irrigation water for approval prior to installation.
D. Submit a weekly report for each delivery of water per water truck, if source of water is off-site.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Water

Use water that is clean and free of industrial wastes and other substances harmful to the growth of vegetation. Do not incorporate fertilizer into the water for irrigation. The pH should be between 6.5 – 8.4 to be acceptable for use as irrigation water (MSUES, 2009). Soluble salt levels between 0 – 1,500 mmhos/cm are acceptable for use (CTIP, 2008).

B. Temporary Irrigation

For materials, refer to Item 170 "Irrigation System".

PART 3 – EXECUTION

3.1 SEQUENCING

A. Vegetative watering shall commence following installation of seeding and plants.

3.2 CONSTRUCTION

A. Schedule

1. Apply vegetative watering in the appropriate quantities and frequencies shown in Table 2 for native grass and wildflower seeded areas and Table 3 for planted trees and shrubs, or

to replace moisture loss per evapotranspiration (ET) rate, whichever is greater. Significant on –site rainfall of ½ inch or greater allows the postponement of watering until the next scheduled irrigation.

2. Daily Evapotranspiration (ET) rates for the County may be found at this AgriLife Extension website:
http://texaset.tamu.edu/date.php?stn=3&spread=14
See an example as shown in Table 1.
How to use this table: Look at the first column, ETo, for the inches of water lost per day in evapotranspiration. Add the inches for the last 7 or 14 days (depending on your watering phase shown in Tables 2 and 3) of ETo to get the total number of inches lost by evapotranspiration. This is the amount of watering that needs to be applied to the vegetation at the frequency given in Tables 2 and 3.

Table 1: ET and Weather Data – 14 Day Table (for example only)

Georgetown II Weather Station
Station Sponsored by : Williamson County Extension

Date	ETo PET (in)	Tmax (F)	Tmin (F)	RHmin (%)	Solar (MJm2)	Rain (in)	Wind 4am (mph)	Wind 4pm (mph)
2010-08-26	0.20	90	76	35	15.47	0.00	4.91	4.15
2010-08-27	0.25	93	67	21	26.20	0.00	0.33	7.51
2010-08-28	0.24	95	62	23	26.05	0.00	0.10	4.28
2010-08-29	0.29	95	70	32	22.64	0.00	8.42	8.55
2010-08-30	0.30	96	78	38	20.19	0.00	8.73	8.46
2010-08-31	0.27	95	75	41	21.45	0.00	5.91	6.64
2010-09-01	0.28	95	77	38	21.56	0.00	5.55	6.35
2010-09-02	0.22	91	77	49	17.02	0.00	8.52	6.62
2010-09-03	0.16	84	71	49	11.92	0.18	1.34	9.83
2010-09-04	0.25	88	69	37	23.25	0.00	4.65	6.88
2010-09-05	0.24	91	67	32	23.00	0.00	0.49	6.55
2010-09-06	0.20	89	69	54	18.45	0.05	2.96	11.46
2010-09-07	0.06	77	72	84	2.64	4.74	4.73	14.46
2010-09-08	0.11	83	74	73	7.36	4.69	12.68	4.04
14 Day Summary	3.07	90	72	43	18.37	9.66	4.95	7.56

Note: Reported are the average hourly values, not the absolute highs and lows.
Source: AgriLIFE EXTENSION - Texas A&M System

Table 2: Vegetative Watering Schedule for Native Grass, Wildflower Seeding, and Live Root Plantings

Time Period	Irrigation Application Amount*	Frequency**
Day of Installation	Minimum 1 inch	Min. 2 times per day
Phase 1 Next 10 days	Minimum 1 inch	Min. 1 time per day (no rain)
Phase 2 Next 14 days	Min. 1 inch or replace weekly ET	Min. 2 times per week (no rain or dew)
Phase 3 Until Plant Establishment	Min. 1.5 inch or replace weekly ET	Min. 1 time per every other week, or as necessary***

Source: Adapted from COA, 2009 & TCEQ, 2005.
**Note 1: ***5.6 gallons per square yard = 1 inch of applied water

Note 2: **Reduce irrigation frequency if during period of seasonal rains, since the watering frequency will greatly depend on the time of year. Deviations from the above watering schedule should be approved.
Note 3: ***Irrigation in Phase 3 should pause during the dormant season, beginning on December 15, and should be reinstated beginning February 15.
Note 4: Reference Item 164-WC 001 "Seeding for Erosion Control" 3.3 Maintenance Requirements for plant establishment specifications.
Note 5: Stop irrigation if there is puddling.

Table 3: Vegetative Watering Schedule for Planted Trees and Shrubs

Time Period	Irrigation Application Amount*	Frequency**
Day of Installation	Saturate Root Depth	Min. 1 times per day
Phase 1 - Next 14 days	Saturate Root Depth	Min. 1 time per every other day, or as necessary
Phase 2 - Until Plant Establishment	Saturate Root Depth	Min. 1 time per week, or as necessary***

Source: Adapted from COA, 2009 & TCEQ, 2005.
**Note 1: ***5.6 gallons per square yard = 1 inch of applied water
Note 2: **Reduce irrigation frequency if during period of seasonal rains, since the watering frequency will greatly depend on the time of year. Deviations from the above watering schedule should be approved.
Note 3: ***Irrigation in Phase 2 should pause during the dormant season, beginning on December 15, and should be reinstated beginning February 15.
Note 4: Stop irrigation if there is puddling.

B. General Guidelines:

1. Contractor should determine the vegetative watering technique (temporary drip irrigation, temporary rotor or spray irrigation or water truck) most appropriate for the project if not specified in the plans.
2. After approval of drip or rotor/spray irrigation technique (if selected as the appropriate technique), produce shop drawings for these systems for approval by the Engineer.
3. Apply water to all newly vegetated areas as shown on the plans or as directed.
4. Irrigation water should not cause excessive run-off.
5. Water should ensure 100% coverage on all seeded and planted areas.
6. Overspray onto pavement is not allowed.

C. Temporary drip irrigation guidelines:

1. Install temporary drip irrigation lines per approved shop drawings.
2. Irrigation system should provide coverage to 100% of plant establishment areas.
3. Drip irrigation water should come from one of the following sources, submit water source for approval.
    a. Tie into existing water source or well.
    b. Pump water from nearby creek or river with the use of a generator. Obtain approval from Construction Observer prior to pumping.
    c. Tie temporary irrigation line to a water truck.
    d. Store water in a storage tank and locate at the highest elevation on the site to effectively move water to each emitter through pressure.
4. Pressure compensating emitters should be used on hilly sites.
5. Two emitters should be placed at each plant to ensure adequate watering in case one emitter becomes clogged.

6. Drip system components may consist of barbed emitters in polyethylene tubing or in-line emitter tubing. Spaghetti tubing from multi-nozzle emitter heads should not be used due to ease of damage and numerous parts involved.
7. Irrigation piping and all related equipment should be removed from site at acceptance at the conclusion of the establishment period.

D. Temporary rotor or spray irrigation guidelines:
1. Install temporary rotor or spray irrigation lines per approved shop drawings.
2. Irrigation system should provide coverage to 100% of plant establishment areas.
3. Rotor or spray water should come from one of the following sources, submit water source to Owner's representative for approval.
   a. Tie into existing water source or well.
   b. Pump water from nearby creek or river with the use of a generator. Obtain approval from Construction Observer prior to pumping.
   c. Tie temporary irrigation line to a water truck.
   d. Store water in a storage tank and locate at the highest elevation on the site to effectively move water to each emitter through pressure.
4. Pressure compensating emitters shall be used on hilly sites.
5. Collect water lines and all irrigation equipment at the conclusion of the establishment period.

E. Water truck distribution:
1. Furnish and operate water truck equipment to apply water at a uniform and controllable rate that does not scour or erode the soil or seeding bed or wash away seeds or plantings. Applying water in multiple passes may be necessary to avoid scouring or erosion.
2. The water truck operator should not drive within designated seeding or planting areas.
3. The water spray should be directed upwards to distribute the water force and reduce potential erosion.

3.3 MAINTENANCE

A. The contractor should maintain the irrigation system, and inspect designated seeding or planting areas after each watering to ensure adequate water distribution. If erosion or seed washout occurs, soil and compost shall be restored to finished grade, and the area shall be reseeded (Refer to Item 164-WC 001, "Seeding for Erosion Control").

B. Irrigation water lines should remain intact and functioning during the establishment period. The contractor should inspect equipment, including drip lines, connectors, and main lines on a regular basis to ensure that they are operable and do not leak. Broken water lines should be repaired immediately.

C. The site should be inspected after irrigation applications to ensure watering trucks have not eroded soil or compost or washed out seeds or plants. Soils compacted by water trucks are to be ripped. Refer to Item WC 101 "Soil Ripping". Damaged areas should be regraded and reseeded immediately.

Special Provision to Item 500
Mobilization

Item 500, Mobilization of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 500.3 "Payment". The 6th bullet is deleted and replaced by: Upon Final Completion, 97% of the mobilization lump sum bid will be paid. Previous payments under this Item will be deducted from this amount, and

Article 500.3 "Payment". The 7th bullet is deleted and replaced by: Payment for the remainder of the lump sum bid for "Mobilization" will be made with the Final Payment after all submittals are received, final quantities have been determined and when any separate vegetative establishment and maintenance, test, and performance periods provided for in the Contract have been successfully completed and the County has issued the Certificate of Acceptance.

Special Provision to Item 502
Barricades, Signs, and Traffic Handling

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

Article 502.4.1.3., "Maximum Total Payment Prior to Acceptance" is voided and replaced by the following:

Maximum Total Payment Prior to Completion. The total payment for this Item will not exceed 10% of the total Contract amount before final completion in accordance with General Conditions of Agreement Section 5.06, "Final Completion and Acceptance." The remaining balance will be paid in accordance with Section 502.4.1.5, "Balance Due."

Article 502.4.1.5., "Balance Due" is voided and replaced by the following:

Balance Due. If all work is complete in accordance with General Conditions of Agreement Section 5.06, "Final Completion and Acceptance," before payment of the amount allowed by this Article, the balance due will be paid with the Final Payment.

SPECIAL SPECIFICATION

WC 105

BIODEGRADABLE EROSION CONTROL LOGS

For this project, Special Specification Item 5049, "Biodegradable Erosion Control Logs," of the Standard Specifications, is hereby voided and replaced in its entirety with the clauses and requirements below.

PART 1- GENERAL

1.1 DESCRIPTION

Furnish, install and maintain Biodegradable Erosion Control Logs (BEC log) as shown in the plans or as directed.

1.2 RELATED ITEMS

A. Item 161-WC 001 "Compost"
B. Item WC 102 "Mulch"

1.3 MEASUREMENT

This item will be measured by the linear foot along the centerline of the top of the BEC log.

1.4 PAYMENT

The work performed and materials furnished in accordance with this item and measured as provided under "Measurement" will be paid for at the unit price bid for "Biodegradable Erosion Control Log" of the sizes and types specified. This price is full compensation for furnishing, placing, maintaining, replacing, and removing as required to facilitate construction operations, and for all materials, labor, tools equipment, and incidentals.

1.5 QUALITY CONTROL SUBMITTALS

A. Submit product data for approval in conformance with Item 161-WC 001, "Compost" and Item WC 102, "Mulch".
B. Submit product data to the Owner's representative for the BEC log core material, containment mesh and size.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Core Filling

Furnish core material as shown in the plans.

1. Type 1 – Mulch

As specified in Item WC 102 "Mulch"

2. Type 2 –Compost & Mulch

As specified in Item 161-WC001 "Compost" and Item WC 102 "Mulch". Compost and Mulch to be uniformly blended at a 50/50 ratio.

B. Containment Mesh

Furnish Filtrexx soxx (specified mesh type or approved equal) with diameters as shown on the plans or as directed.

C. Stakes

1. Wood stakes 1" x 2", tops to be flat. Length of stake varies with specified BEC log size, refer to 3.2.B. "Installation." Wood stakes to be used in deep soils.
2. 3/8" steel reinforcement bar. Length of stake varies with specified BEC log size, refer to 3.2.B. "Installation." Reinforcement bars to be used in shallow rocky soils.

D. Suppliers:
   1. BEC logs are either pre-filled with the core filling and delivered to the site, or are filled in place on site.
   2. Pre-filled BEC logs to be obtained from one of the following vendors:
      a. Hanes Geo Components. Austin, Texas, 512-670-2050
      b. Soil Express. Prosper, Texas, 972-347-2994

PART 3 – EXECUTION

3.1 SEQUENCING

A. Install BEC logs before construction activities have initiated at perimeter of project site, around environmental features and other designated locations on plans or as directed to comply with Stormwater Pollution Prevention Plan.

B. Install BEC logs around designated material stockpiles within 24 hours after stockpiles have been established.

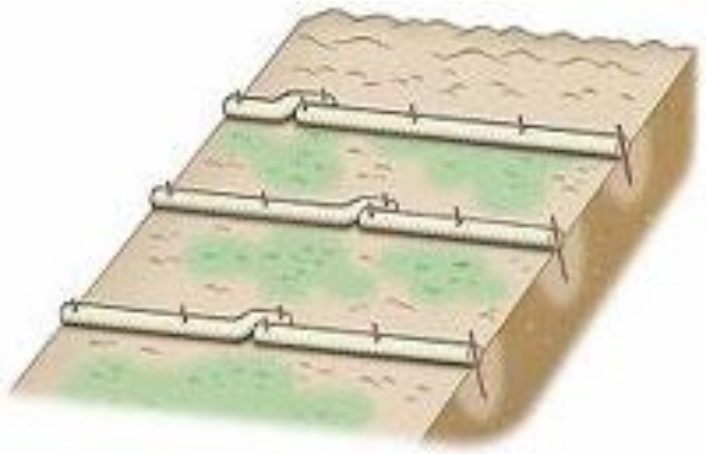
C. Following rough grading, install BEC logs as specified on the plans or directed to disturbed roadside areas. If roadbase operations have not been completed, exclude BEC log installation fifteen (15) feet from road pavement.

D. Following road pavement, install BEC logs to remaining disturbed areas, as specified in the plans or as directed.

3.2 CONSTRUCTION

A. Site Preparation
   1. Remove debris and all unsatisfactory materials from the area.

B. Installation
   1. Stuff core filling densely into BEC log containment mesh when adding core filling in the field. No more than 5% of the material is permitted to escape from the containment mesh during installation and maintenance.
   2. Seal ends of BEC logs tightly and securely along extent of end opening with either metal staples or ties. Sealing fasteners should be a material that will not degrade before the intended lifespan of the log.
   3. Lay BEC log on a level contour as shown on the plans or as directed. Spacing as specified is to be measured from the centerline to the centerline of BEC log.
   4. Extend four (4) feet of each end of the BEC log to point upslope to prevent storm water from running around the end of the log.
   5. When placing more than one BEC log in a single row, overlap end of logs a minimum of twelve (12) inches (See figure below).



Source: http://www.stormwaterenvironmental.com/images/Products/Wattles2.jpg

6. BEC logs to be securely staked in the ground. Staking to occur:
    a. At end of each log
    b. Along the length of the log at six (6) foot intervals
7. Size stake length to provide twelve (12) inches in the ground and roughly three to five (3-5) inches above the log.
8. Contact the Owner's Representative if the BEC log can not be correctly staked.
9. At final acceptance, BEC logs to remain in-place unless directed otherwise.

3.3 MAINTENANCE

A. Requirements

1. Inspect and maintain the BEC logs in good condition, including the core filling, containment mesh and staking until end of the maintenance period. No more than 5% of the material is permitted to escape from the containment mesh during installation and maintenance.
2. Maintain BEC log by keeping it clear of accumulated silt and debris. Remove accumulated sediment and debris when it is half the height of the log or more. Dispose of sediment and debris at an approved site in a manner that will not contribute to additional sedimentation.
3. Repair or replace damaged BEC logs immediately or as directed.

B. Schedule

1. BEC logs should be inspected in accordance with the Stormwater Pollution Prevention Plan to ensure BEC logs are securely in place and that excessive sediment has not accumulated and within 24 hours after every rain event of one half inch (½") or greater until project completion.
2. During a period of frequent rain events, BEC logs should be checked daily.

SPECIAL SPECIFICATION WC5001

GEOGRID BASE REINFORCEMENT

1. DESCRIPTION. This specification covers the requirements for using geogrid reinforcement to construct a Mechanically Stabilized Aggregate Layer (MSAL) in accordance with the plans and specifications and is applicable only for pavement

2. DEFINITIONS.

A. Geogrid - Geogrid is a synthetic planar structure formed by a regular network of integrally connected polymeric tensile elements with apertures designed to interlock with the surrounding roadway base material.

3. MATERIAL REQUIREMENTS.

A. General Requirements. The structure shall be capable of maintaining dimensional stability during placement and under normal construction traffic.

Geogrid shall be stored in a manner where the geogrid stays free from excessive mud, wet concrete or other deleterious materials and is resistant to damage during construction. The geogrid shall be resistant to ultraviolet and long term degradation, and it shall have long-term resistance to chemical and biological degradation caused by the materials being reinforced. Geogrid shall meet both the physical requirements of sub-part 3.B. and the performance requirements of sub-part 3.C.

B. Physical Requirements. Furnish geogrid to reinforce the aggregate base course to create a mechanically stabilized aggregate layer. Geogrid shall be of the type specified in the project Geotechnical Report or shall meet the minimum physical requirements shown in the Table 1 or Table 2 below.

Table 1.
Minimum Geogrid Physical Requirements – Type 1 Biaxial Geogrids

Property	**Requirement**
Aperture Size, mm (in)	25 - 38 (1.0 – 1.5)
Percent Open Area, %	70 minimum
Thickness, mm (in), MD & CMD	0.76 (0.03) minimum
Tensile Strength @ 2% strain, kN/m (lb/ft)	
MD	4.1 (280) minimum
CMD	6.6 (450) minimum
Ultimate Tensile Strength, kN/m (lb/ft)	
MD	12.4 (850)
CMD	19.0 (1,300)
Junction Efficiency, % MD & CMD	90 minimum

Table 2.
Minimum Geogrid Physical Requirements – Type 2 Multi-Axial Geogrids

Property	Longitudinal	Diagonal	Transverse	General
Rib pitch, mm (in)	40 (1.60)	40 (1.60)	-	
Mid-rib depth, mm(in)		1.3 (0.05)	1.2 (0.05)	
Mid-rib width, mm (in)		0.9 (0.04)	1.2 (0.05)	
Rib shape				Rectangular
Aperture shape				Triangular

C. Design and Performance Requirements. Geogrids are utilized to reinforce the aggregate layer to create a composite layer with an improved structural contribution to the pavement. The structural contribution of the geogrid reinforcement shall be incorporated into the pavement design by utilizing modified layer coefficients for the reinforced base course if using AASHTO 1993 method or modified modulus values for the reinforced base course if using TxDOT FPS 21.

The modified layer coefficient may be obtained utilizing the Layer Coefficient Ratio (LCR) design method as described in the Tenax, 1999 publication and shown in Table 4 of that publication or an equivalent Layer Coefficient Ratio design method, such as described in WisDOT publication SPR # 0092-03-12 "Strength Contribution of Select Subgrade Reinforcement Materials" circular WHRP 06-05 published December 2005. If using TxDOT FPS 21, the modifications outlined in TxDOT Report 1777-P2, "Guidelines to Using Geosynthetics with HMA Overlays to Reduce Reflective Cracking", 2003 may be referenced.

The design of the pavement shall meet the following minimum performance requirements when designed with the TxDOT Flexible Pavement System (FPS 21) with the mechanistic checks, using the design input values contained in the project geotechnical report.

Overall Pavement:

a. 20 year life, Traffic <3,450,000 ESALS = Input 3,450,000 ESALs
b. 20 year life, Traffic >3,450,000 ESALS = Input Design traffic

Mechanically Stabilized Aggregate Layer, MSAL:

c. The MSAL within the pavement structure shall have a minimum thickness of 14 inches using Type 1 Biaxial Geogrid in Table 1 or minimum thickness of 12 inches with Type 2 Multi-Axial Geogrid shown in Table 2.

4. ALTERNATE GEOGRIDS

Geogrids not meeting the physical requirements of sub-part 3.B may be submitted prior to the bid date for approval. Alternate material submittals take time to be properly evaluated. It is recommended that submitters allow a minimum of 2 weeks for evaluation.
Acceptable geogrids must meet or exceed the performance requirements of sub-part 3.C.
Submittals for alternative geogrids must be accompanied with the following:

1. Geogrid product data sheet, product sample and certification from the manufacturer that the performance values for the geogrid utilized in the design of the alternate section are valid.
2. A design signed and sealed by a professional Engineer registered in the State of Texas that meets or exceeds the performance requirements of sub-part 3.C.

3. Performance values for the alternate geogrid shall be calibrated and validated with the results of full scale pavement testing where actual geogrids are tested in-soil and in representative conditions.
4. In the event that insufficient time is available for evaluation of the alternate geogrid submittal prior to bid, submittal and evaluation may take place after the bid if requested by the low bidder.
5. Approvals of Alternate Geogrids must be received in writing from the project Geotechnical Engineer to be valid.

5. SUBMITTALS. Submittals shall consist of the following:

A. Geogrid product sample.

B. Geogrid product data sheet and certification from the Manufacturer that the geogrid product supplied meets the values in Table 1 or Table 2 and the performance requirements of sub-part 3.C of this Specification.

C. Manufacturer's installation instructions and general recommendations.

6. CONSTRUCTION.

A. **Geogrid Representative**. Ensure that a representative of the geogrid manufacturer is on the project when work begins, and remains on call as the project progresses, to advise the Engineer.

B. **Surface Preparation**. Prepare the subgrade as indicated on the plans or as directed.

C. **Geogrid Placement**. Place geogrids at the proper elevation and orientation in accordance with the plans and the manufacturer's recommendations. Overlap adjacent geogrid rolls with a minimum of 1-foot or as directed by the plans or manufacturers recommendations. Geogrid may be temporarily secured in place with staples, pins, sand bags, zip-ties or backfill as required by fill properties, fill placement procedures, or weather conditions as the Engineer directs.

D. **Aggregate Placement**. Place flexible base material over the geogrid according to the Contract at the specified lift depth. Place, spread, and compact the material in such a manner that minimizes the development of wrinkles and movement in the geogrid. A minimum loose fill thickness of 6 inches of base material shall be placed prior to operation of tracked vehicles over the geogrid. Keep the turning of tracked vehicles to a minimum to prevent displacement of the fill and damage to the geogrid. Rubber tired equipment may pass over the geogrid reinforcement at slow speeds (less than 10 mph). Avoid sudden braking and sharp turning movements. Repair any damage caused during placement or by vehicles.

7. MEASUREMENT.

Geogrid Reinforcement paid for by the Square Yard of each layer in its final position. No payment will be made for lapping of material, ties and grid anchor pins.

8. PAYMENT.

The work performed and materials furnished in accordance with this item and measured under "Measurement" will be paid for at the unit price bid for "Geogrid Base Reinforcement" of the type shown. This price is full compensation for furnishing all labor, materials, freight, tools, equipment and incidentals and for doing all of the work involved in placement of the grid, complete in place.

END OF SECTION

APPENDIX A

QUALITY CONTROL / QUALITY ASSURANCE PROGRAM

Appendix A

Quality Control / Quality Assurance Program

Section 1. Overview

Introduction

Williamson County has established the following Quality Control (QC) / Quality Assurance (QA) Program to assure that the materials and workmanship incorporated into any roadway or highway construction project are in reasonable conformity with the requirements of the approved plans and specifications, including any approved changes. It consists of an "Acceptance Program" and a “QA Program" based on test results obtained by qualified persons and equipment.

This QC/QA Program allows for the use of validated contractor-performed QC test results as part of an acceptance decision. It also allows for the use of test results obtained by commercial laboratories in the QA Program in acceptance decisions, as well. The effectiveness of the “Acceptance Program” shall be the responsibility of the Construction Observer.

Definitions

Acceptance Program - All factors that comprise the Williamson County's determination of the quality of the product as specified in the contract requirements. These factors include QC and QA verification sampling and testing, and inspection.

Quality Control Program - The contractor’s systematic program detailing the control measures and reporting requirements necessary to achieve reasonable conformance with the requirements of the approved plans and specifications.

Quality Assurance Program - Activities that are an unbiased and independent evaluation of all the inspection, sampling and testing procedures used in the acceptance program.

Proficiency Samples - Homogenous samples that are distributed and tested by two or more laboratories and/or personnel. The test results are compared to assure that the laboratories and/or personnel are obtaining the same results.

Qualified Laboratories - Laboratories that are capable as defined by appropriate programs established by Williamson County and as indicated in the "Laboratory Qualification Program". As a minimum, the qualification program shall include provisions for checking testing equipment and the laboratory shall keep records of calibration checks.

Qualified Sampling and Testing Personnel - Personnel who are capable as defined by appropriate programs established as stated in Section 6 of this Appendix.

Quality Assurance – All those planned and systematic actions necessary to provide confidence that a product or service will satisfy given requirements for quality.

Quality Control - All contractor/vendor operational techniques and activities that are performed or conducted to fulfill the contract requirements.

Vendor – A supplier of project-produced material that is not the contractor.

Verification Sampling and Testing - Sampling and testing performed to validate the quality of the product, which consists of the QC and QA sampling and testing.

Section 2. Acceptance Program

Materials incorporated into any roadway or highway construction project shall be subject to verification sampling and testing, and inspection as part of the QC program outlined below:

- Quality Control Inspection

  - ♦ Contractor-performed QC Inspection will be required as part of the acceptance decision. Inspection check lists for the following structural items shall be completed and submitted as part of the acceptance program:

    Item 400 – Excavation & Backfill
    Item 416 – Drilled Shaft Foundations
    Item 420 – Concrete Structures
    Item 421 – Hydraulic Cement Concrete
    Item 422 – Bridge Deck
    Item 423 – Retaining Wall
    Item 425 – Precast Pre-stressed Concrete Structural Members
    Item 440 – Reinforcing Steel
    Item 442 – Metal for Structures
    Item 462 – Concrete Box Culverts
    Item 464 – Reinforced Concrete Pipe

    Sample Inspection check lists are included at the end of this Appendix.

  - ♦ The contractor shall designate individual(s) responsible for the QC Inspection for the project or each work element thereof. The designated QC individual(s) will maintain responsibility for providing reports detailing the compliance of each work element to the requirements of the approved project plans and specifications.

  - ♦ The QC report will detail requirements of the approved project plans and specifications and measures initiated to ensure reasonable conformity.

  - ♦ The contactor shall submit the QC Plan for acceptance detailing the individuals & methods(s) intended to be used to obtain reasonable conformance to the approved project plans and specifications.

- Quality Control Sampling, Testing and frequency

  - ♦ Contractor-performed QC sampling and testing will be used as part of an acceptance decision.

  - ♦ The frequency and location will be according to the “Project Test” frequency as shown in Appendix B. This project has been designed utilizing TxDOT Specifications; therefore, the 2005 TxDOT Guide Schedule for Sampling and Testing has been adopted for the testing program. As a County-developed project, all references to TxDOT in the testing program shall be understood to mean Williamson County, and all references to the Engineer shall be understood to mean the County Engineer or his designated representative(s).

  - ♦ These QC sampling and testing personnel, laboratories, and equipment shall be qualified according to the "Sampling and Testing Personnel Qualification Program" and the "Laboratory Qualification Program" and shall be evaluated under the "Quality Assurance Program" contained herein.

- Any equipment used to perform QC sampling and testing shall be subject to an evaluation by QA sampling and testing personnel. This evaluation shall include calibration checks and split or proficiency sample tests. The requirements for, and frequency of, equipment calibration are shown in Appendix B. Acceptable tolerance limits for the comparison of test results from split or proficiency samples are shown in “Acceptable Tolerance Limits for Independent Assurance.”

- Any individual who performs verification or QC sampling and testing shall be evaluated by QA sampling and testing personnel. This evaluation shall include observations and split or proficiency sample testing. Acceptable tolerance limits for the comparison of test results for split or proficiency samples are shown in "Acceptable Tolerance Limits for Quality Assurance."

- Furthermore, these QC test results may be validated by verification test results obtained from independently taken samples at the direction of the Construction Observer or the County.

Section 3. Quality Assurance Program

This Quality Assurance Program; as deemed necessary by the County or the Construction Observer; shall evaluate all QC inspection, sampling and testing procedures, personnel, and equipment used as part of the acceptance program.

- QA Inspection
    - The Construction Observer will be responsible for QA inspection. The inspection will be performed at periodic intervals to assure compliance with the accepted QC program, as well as to assure reasonable close conformity to the approved project plans and specifications.
- Sampling and Testing Frequency and Location
    - Quality Assurance sampling and testing shall be performed at the same location and frequency established for the Project Tests in the "Guide Schedule of Sampling and Testing" found in Appendix B.
    - The frequency for the “Independent Assurance Tests” shall be as directed by the Construction Observer.
- Testing Equipment
    - Laboratory testing equipment used for QA sampling and testing shall be qualified according to the "Laboratory Qualification Program."
    - All laboratories used for QA sampling and testing must be AASHTO accredited and listed as an accepted Lab by the County.
    - The frequency for qualifying QA sampling and testing equipment shall not exceed one (1) year or as directed by the Construction Observer.
    - Calibration/verification is required whenever the laboratory or equipment is moved.
    - The QA equipment shall be other than that used for performing verification or QC testing.
- Testing Personnel
    - Laboratory personnel who perform QA sampling and testing shall be in accordance with the "Sampling and Testing Personnel Qualification Program" Included herein.
    - The individuals performing QA sampling and testing shall be other than those who perform other verification or QC testing.
- Comparison of QC and QA Test Results
    - Acceptable tolerance limits for the comparison of test results from split and proficiency samples are shown in "Acceptable Tolerance Limits for Independence Assurance."
    - If the comparison of the test results do not comply with the tolerances, an engineering review of the test procedures and equipment shall be performed immediately to determine the source of the discrepancy.
    - Corrective actions must be identified and incorporated as appropriate.

Test results from all samples involved in the Quality Assurance Program shall be documented and reported in the project files.

- Dispute Resolution System

    - Testing disputes arising between the Construction Observer, or his/her designated agents, and the Contractor shall be resolved in a reliable, unbiased manner. The decision of the County, the Construction Observer, or their authorized representatives will be final.

Section 4. Materials Certification

The Independent Assurance agency shall submit a "Certificate of Materials" to the Construction Observer indicating the conformity of tested materials to the approved plans and specifications including any exceptions, if applicable.

Section 5. Conflict of Interest

To avoid an appearance of a conflict of interest, sampling and testing of materials under the QA program shall be performed at a qualified laboratory other than the laboratory used for project testing by the Contractor.

Section 6. Sampling and Testing Personnel Qualification Program

Purpose

This program provides uniform Countywide procedures for sampling and testing personnel qualification to ensure that tests required by the specifications are performed according to the prescribed sampling and testing methods.

Sampling and Testing Personnel Qualification

Sampling and testing personnel will be qualified to perform tests for the acceptance of materials in the areas of Portland cement concrete, soils and aggregates and bituminous materials. The test methods for which individuals can be qualified include, but are not limited to, the following.
(* Denotes tests on which split or proficiency sample evaluations are required.)

Soils & Aggregates (100-E Series & 400-A Series)
Tex-101-E, Preparing Soil and Flexible Base Materials for Testing

Tex-102-E, Determining Slaking Time

Tex-103-E, Determining Moisture Content in Soil Materials

Tex-104-E, Determining Liquid Limit of Soils*

Tex-105-E, Determining Plastic Limit of Soils*

Tex-106-E, Calculating the Plasticity Index of Soils*

Tex-107-E, Determining the Bar Linear Shrinkage of Soils*

Tex-108-E, Determining the Specific Gravity of Soils

Tex-110-E, Particle Size Analysis of Soils*

Tex-111-E, Determining the Amount of Material in Soils Finer than 75 □m (No.200) Sieve

Tex-113-E, Laboratory Compaction Characteristics and Moisture-Density Relationship of Base Materials

Tex-114-E, Laboratory Compaction Characteristics and Moisture-Density Relationship of Subgrade and Embankment Soils

Tex-115-E, Field Method for Determining In-Place Density of Soils and Base Materials

Tex-116-E, Ball Mill Method for Determining the Disintegration of Flexible Base Material

Tex-117-E, Triaxial Compression Tests for Disturbed Soils and Base Materials

Tex-120-E, Soil-Cement Testing

Tex-121-E, Soil-Lime Testing

Tex-126-E, Molding, Testing, and Evaluating Bituminous Black Base Materials*

Tex-127-E, Lime Fly-Ash Compressive Strength Test Methods
Tex-128-E, Determining Soil pH

Tex-129-E, Measuring the Resistivity of Soil Materials

Tex-140-E, Measuring Thickness of Pavement Layer

Tex-400-A, Sampling Stone, Gravel, Sand, and Mineral Aggregates

Tex-401-A, Sieve Analysis of Fine and Coarse Aggregate*

Tex-402-A, Fineness Modulus of Fine Aggregate

Tex-403-A, Saturated Surface Dry Specific Gravity and Absorption of Aggregates

Tex-404-A, Determining Unit Mass (Weight) of Aggregates

Tex-405-A, Determining Percent Solids and Voids in Concrete Aggregates

Tex-406-A, Material Finer Than 75 □m (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates)

Tex-408-A, Organic Impurities in Fine Aggregate for Concrete

Tex-409-A, Free Moisture and Water Absorption in Aggregate for Concrete

Tex-409-A, Free Moisture and Water Absorption in Aggregate for Concrete

Tex-411-A, Soundness of Aggregate by Using Sodium Sulfate or Magnesium Sulfate

Tex-413-A, Determining Deleterious Materials in Mineral Aggregates

Tex-425-A, Determining Moisture Content in Fine Aggregate by the "Speedy" Moisture Method

Tex-460-A, Determining Crushed Face Particle Count

Bituminous (200-F Series)

Tex-200-F, Sieve Analysis of Fine and Coarse Aggregate*

Tex-201-F, Bulk Specific Gravity and Water Absorption of Aggregate

Tex-202-F, Apparent Specific Gravity of Material Finer than 180 □m (No. 80) Sieve

Tex-203-F, Sand Equivalent Test*

Tex-204-F, Design of Bituminous Mixtures

Tex-205-F, Laboratory Method of Mixing Bituminous Mixtures

Tex-206-F, Compacting Test Specimens of Bituminous Mixtures*

Tex-207-F, Determining Density of Compacted Bituminous Mixtures*

Tex-208-F, Test for Stabilometer Value of Bituminous Mixtures*

Tex-210-F, Determining Asphalt Content of Bituminous Mixtures by Extraction*

Tex-211-F, Recovery of Asphalt from Bituminous Mixtures by the Abson Process

Tex-212-F, Determining Moisture Content of Bituminous Mixtures

Tex-213-F, Determining Hydrocarbon-Volatile Content of Bituminous Mixtures

Tex-217-F, Determining Deleterious Material and Decantation Test for Coarse Aggregates

Tex-221-F, Sampling Aggregate for Bituminous Mixtures, Surface Treatments and Limestone Rock Asphalt

Tex-222-F, Sampling Bituminous Mixtures

Tex-224-F, Determining Flakiness Index

Tex-226-F, Indirect Tensile Strength Test

Tex-227-F, Theoretical Maximum Specific Gravity of Bituminous Mixtures*

Tex-228-F, Determining Asphalt Content of Bituminous Mixtures by the Nuclear Method*

Tex-229-F, Combined HMAC Cold-Belt Sampling and Testing Procedure

Tex-236-F, Determining Asphalt Content from Asphalt Paving Mixtures by the Ignition Method*

Concrete (400-A Series)

Tex-407-A, Sampling Freshly-Mixed Concrete

Tex-414-A, Air Content of Freshly Mixed Concrete by the Volumetric Method*

Tex-415-A, Slump of Portland Cement Concrete*

Tex-416-A, Air Content of Freshly Mixed Concrete by the Pressure Method*

Tex-417-A, Unit Weight, Yield, and Air Content (Gravimetric) of Concrete

Tex-418-A, Compressive Strength of Cylindrical Concrete Specimens*

Tex-419-A, Compressive Strength of Concrete Using Portions of Beams Broken in Flexure

Tex-424-A, Obtaining and Testing Drilled Cores of Concrete

Tex-436-A, Measuring Texture Depth by the Sand Patch Method

Tex-437-A, Test for Flow of Grout Mixtures (Flow Cone Method)

Tex-447-A, Making and Curing Concrete Test Specimens

Tex-448-A, Flexural Strength of Concrete Using Simple Beam Third-Point Loading*

Tex-450-A, Capping Cylindrical Concrete Specimens

Tex-460-A, Determining Crushed Face Particle Count

Asphalt (500-C Series)

Tex-502-C, Penetration of Bituminous Materials (refer to AASHTO T 49)

Tex-530-C, Effect of Water on Bituminous Paving Mixtures

Tex-531-C, Prediction of Moisture-Induced Damage to Bituminous Paving Materials Using Molded Specimens

Tex-1000-S, Operating Pavement Profilograph and Evaluating Profiles

Who Must Be Qualified?

Any individual who performs tests on materials for acceptance must be qualified.

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Qualification of Sampling and Testing Personnel

All sampling and testing personnel for approved laboratories shall be qualified to do the work in accordance with "Laboratory Qualification Program".

Each laboratory shall maintain a minimum of one (1) qualified individual for each test procedure performed.

Section 7. Laboratory Qualification Program

Purpose

This program provides uniform countywide procedures to ensure that laboratory facilities and equipment are adequate for the performance of required sampling and testing methods.

Laboratories

All laboratories that perform testing for Williamson County must be accredited under the AASHTO Laboratory Accreditation Program. These include, but are not limited to the following:

- Area/project laboratories (includes field laboratories)
- Commercial laboratories
- Contractor laboratories
- Vendor laboratories (material suppliers).

The most current AASHTO accredited laboratories in the State of Texas can be obtained at http://patapsco.nist.gov/aashto/amrl/services/aap_intro.htm. In addition, Appendix C includes a list of AASHTO accredited laboratories obtained at the time this document was prepared.

Laboratory Qualification Responsibility

The Construction Observer or his/her authorized representatives will be responsible to ensure all QA laboratories used for project and QA testing and sampling are qualified.

Qualification Process

The laboratory qualifying authority will:

- identify the scope of testing to be performed
- verify that manuals and/or test methods used to perform tests are available and up-to-date
- document that the laboratory has the required equipment to perform the tests
- check the calibration/verification records for each piece of equipment, to include:
    - description of equipment
    - identification of any traceable standard used
    - frequency of calibration
    - date of last calibration
    - date of next calibration
    - procedure used to calibrate equipment
    - procedure used to identify equipment not in compliance.

In addition, all equipment may be subjected to calibration verification or other inspection by the qualifying authority.

Calibration Standards and Frequencies for Laboratory Equipment

The standards for calibration and the frequencies for laboratory equipment calibrations shall be in accordance with appropriate testing equipment measures as indicated in the Texas Department of Transportation Manual of Testing Procedures. 100-E (Soils), 200-F (Bituminous), and 400-A (Concrete) series of TxDOT's *Manual of Testing Procedures*.

Frequency for Laboratory Qualification

Laboratories shall be qualified at an interval not to exceed six (6) months, or as directed by the Construction Observer. Calibration/verification is required whenever the laboratory or equipment is moved.

Non-Compliance

A laboratory that does not meet the above requirements is subject to disqualification. Any equipment in a qualified laboratory failing to meet specified equipment requirements for a specific test method shall not be used for that test method.

Documentation

The Construction Observer will be responsible for verifying that laboratories are qualified to perform material testing. Documentation will be required to be kept by the qualified laboratory. Calibration records will be maintained for three (3) years, unless directed otherwise by the Construction Observer.

Dispute Resolution

The County will have the final decision regarding all disputes of the laboratory qualification and calibration of testing equipment.

Section 8. Acceptable Tolerance Limits for Quality Assurance

The following tables indicate the acceptable tolerance limits for the specified material.

Embankment

Embankment		
Procedure	**Texas Test Method**	**Tolerance**
In-place Density	"Tex-115-E, Field Method for Determining In-Place Density of Soils and Base Materials"	± 2.5% Field Density

Untreated & Treated Sub-base and Base Courses

Untreated & Treated Sub-base and Base Courses		
Procedure	**Texas Test Method**	**Tolerance**
In-place Density	"Tex-115-E, Field Method for Determining In-Place Density of Soils and Base Materials"	± 2.5% Field Density
Gradation:	"Tex-110-E, Particle Size Analysis of Soils"	-
> No. 4 ≤ No. 4	-	± 5% ± 3%
Liquid Limit	"Tex-104-E, Determining Liquid Limit of Soils"	15% of the mean*
Plasticity Index	"Tex-106-E, Calculating the Plasticity Index of Soils"	20% of the mean*

Asphalt Stabilized Base

Asphalt Stabilized Base		
Procedure	**Texas Test Method**	**Tolerance**
Gradation:	"Tex-200-F, Sieve Analysis of Fine and Coarse Aggregates"	-
> No. 4 ≤ No. 4	-	± 5% ± 3%
Liquid Limit	"Tex-104-E, Determining Liquid Limit of Soils"	15% of the mean*
Plasticity Index	"Tex-106-E, Calculating the Plasticity Index of Soils"	20% of the mean*
Percent Asphalt	"Tex-210-F, Determining Asphalt Content of Bituminous Mixtures by Extraction"	± 0.3%
-	"Tex-228-F, Determining Asphalt Content of Bituminous Mixtures by the Nuclear Method"	± 0.3%

-	"Tex-126-E, Molding, Testing, and Evaluating Bituminous Black Base Materials"	± 0.3%
-	"Tex-229-F, Combined HMAC Cold-belt Sampling and Testing Procedure"	± 0.3%
-	"Tex-236-F, Determining Asphalt Content from Asphalt Paving Mixtures by the Ignition Method"	± 0.3%
In-place Density (Cores)	"Tex-207-F, Determining Density of Compacted Bituminous Mixtures"	± 1% Field Density

Surface Treatment Aggregates

Surface Treatment Aggregates		
Procedure	**Texas Test Method**	**Tolerance**
Gradation:	"Tex-200-F, Sieve Analysis of Fine and Coarse Aggregates"	-
> No. 4 ≤ No. 4	-	± 5% ± 3%

Portland Cement Concrete Coarse Aggregate

Portland Cement Concrete Coarse Aggregate		
Procedure	**Texas Test Method**	**Tolerance**
Gradation:	"Tex-401-A, Sieve Analysis of Fine and Coarse Aggregate"	-
> No. 4 ≤ No. 4	-	± 5% ± 3%

Portland Cement Concrete Fine Aggregate

Portland Cement Concrete Fine Aggregate		
Procedure	**Texas Test Method**	**Tolerance**
Gradation (3/8" through No. 200)	"Tex-401-A, Sieve Analysis of Fine and Coarse Aggregate"	± 3%
Sand Equivalent	"Tex-203-F, Sand Equivalent Test"	± 10

Portland Cement Concrete Complete Mixture

Portland Cement Concrete Complete Mixture		
Procedure	**Texas Test Method**	**Tolerance**
Flexural Strength Compressive	1. "Tex-448-A, Flexural Strength of Concrete Using Simple Beam Third-Point Loading" 2. "Tex-418-A, Compressive Strength of Cylindrical Concrete Specimens"	20% of the mean*

Slump	"Tex-415-A, Slump of Portland Cement Concrete"	± 1.0"
Entrained Air	3. "Tex-414-A, Air Content of Freshly Mixed Concrete by the Volumetric Method" 4. "Tex-416-A, Air Content of Freshly Mixed Concrete by the Pressure Method"	± 1%

Asphaltic Concrete Coarse Aggregate

Asphaltic Concrete Coarse Aggregate		
Procedure	**Texas Test Method**	**Tolerance**
Gradation:	"Tex-200-F, Sieve Analysis of Fine and Coarse Aggregates"	-
> No. 10 ≤ No. 10	-	± 5% ± 3%
Deleterious Material	"Tex-217-F, Determining Deleterious Material and Decantation Test for Coarse Aggregates"	± 0.3 %
Decantation	"Tex-217-F, Determining Deleterious Material and Decantation Test for Coarse Aggregates"	20% of the mean*

Asphaltic Concrete Fine Aggregate

Asphaltic Concrete Fine Aggregate		
Procedure	**Texas Test Method**	**Tolerance**
Gradation (No. 10 through No. 200)	"Tex-200-F, Sieve Analysis of Fine and Coarse Aggregates"	± 3%
Bar Linear Shrinkage	"Tex-107-E, Determining the Bar Linear Shrinkage of Materials"	± 2

Asphaltic Concrete Combined Aggregate

Asphaltic Concrete Combined Aggregate		
Procedure	**Texas Test Method**	**Tolerance**
Gradation:	"Tex-200-F, Sieve Analysis of Fine and Coarse Aggregates"	-
> 5/8" 5/8" through No. 200 Passing No. 200	-	± 5% ± 3% ± 1.5%
Sand Equivalent	"Tex-203-F, Sand Equivalent Test"	± 10

Asphaltic Concrete Complete Mixture

Asphaltic Concrete Complete Mixture		
Procedure	**Texas Test Method**	**Tolerance**
Asphalt Content	"Tex-210-F, Determining Asphalt Content of Bituminous Mixtures by Extraction"	± 0.3%
-	"Tex-228-F, Determining Asphalt Content of Bituminous Mixtures by the Nuclear Method"	± 0.3%
-	"Tex-229-F, Combined HMAC Cold-belt Sampling and Testing Procedure"	± 0.3%
-	"Tex-236-F, Determining Asphalt Content from Asphalt Paving Mixtures by the Ignition Method"	± 0.3%
Maximum Theoretical Specific Gravity	"Tex-227-F, Theoretical Maximum Specific Gravity of Bituminous Mixtures"	± 0.020
Laboratory Molded Density	"Tex-207-F, Determining Density of Compacted Bituminous Mixtures"	± 1.0%
Laboratory Molded Bulk Specific Gravity	"Tex-207-F, Determining Density of Compacted Bituminous Mixtures"	± 0.020
Stability	"Tex-208-F, Test for Stabilometer Value of Bituminous Mixtures"	5 points
Moisture	"Tex-212-F, Determining Moisture Content of Bituminous Mixtures"	± 0.2 mL
In-place Air Voids (Core)	"Tex-207-F, Determining Density of Compacted Bituminous Mixtures"	± 1.0%

NOTE: The above tolerances are to be used when comparison of test results is by split samples. A tolerance of plus or minus two (2) standard deviations shall be used when comparison of test results is by proficiency samples.

*The difference between compared test results shall not exceed the indicated percentage of the mean of the compared test results - the mean being the average of the two test results.

EXAMPLE: Plasticity Index	
Job Control test value	18
IA Test value	22
Mean	20
20% difference	4

Both values are within 20% of the mean.

Williamson County Road Bond Program
Construction Quality Control & Quality Assurance Program

Inspection Check Lists

Williamson County
Road Bond Program
Inspection Check Lists

Spec Item: 400 – Excavation & Backfill for Structures
Report No.: _____
Description: _____
Date: _____
Location: _____
Time: _____

QC Reviewer: _____

Results: ☐ Accepted ☐ Not Accepted

Remarks: _____

QC Reviewer Signature: _____

Excavation and Backfill for Structures	**Yes**	**No**	**NA**
I. Excavation (400.3)			
1. Whenever excavating for installing structures across private property beyond the limits of the embankment, is the top soil removed prior excavation and kept separate and later replaced, as nearly as feasible, in its original position?	☐	☐	☐
2. If trench excavation deeper than five (5) feet, is trench protection required?	☐	☐	☐

		Yes	No	NA
3.	When old or abandoned structures or foundations are encountered in the excavation, are they removed for the full width of the excavation and to a depth of one (1) foot below the bottom of the excavation?	☐	☐	☐
4.	During construction, did the contractor receive approval from the Engineer of Record before laying any structures in the presence of water?	☐	☐	☐
5.	If the excavation cannot be dewatered to the point where the subgrade is free of mud, was a concrete mixture with not less than three (3) sacks of cement per cubic yard (or other material approved by the Engineer of Record) placed a minimum of three (3) inches in depth in the bottom of the excavation?	☐	☐	☐
6.	For all culverts where the soil encountered at established footing grade is an unstable or incompressible material is the procedure shown in Item 400.3.A.4 followed unless other methods are called for in the plans?	☐	☐	☐
7.	Unless otherwise shown on the plans, are all sewer pipe structures constructed in an open cut with vertical sides to a point one (1) foot above the pipe?	☐	☐	☐
8.	Are all vertical sides sheeted and braced when necessary to maintain the required vertical excavation throughout the construction?	☐	☐	☐
9.	For pipe to be installed in a fill section was the embankment constructed to one (1) foot above the top of the pipe and then excavated for the pipe?	☐	☐	☐

	Yes	No	NA
10. Is the trench excavated to the width and elevations as shown in the plans?	☐	☐	☐
11. Is the pipe, culvert, etc., properly centered in the trench?	☐	☐	☐

II. Shaping and Bedding (400.3.B)

1. For precast box sections and pipe, is the bedding in accordance with Item 400.3.B unless otherwise shown on the plans?	☐	☐	☐
2. For precast pipe and box sections where cement stabilized backfill is indicated on the plans, is the excavation undercut a minimum 4 inches and backfilled with stabilized material to support the pipe at the required grade?	☐	☐	☐

III. Backfill – General (400.3.C)

1. Is backfill material free from stones of such size as to interfere with compaction, large or frozen lumps which will not break down readily under compaction; and wood or other extraneous material?	☐	☐	☐
2. a. Is backfill in areas not supporting any portion of the completed roadbed, retaining wall or embankment, placed in layers not more than ten (10) inches in depth (loose measurement)?	☐	☐	☐
b. Is backfill which will support any portion of the roadbed, retaining wall or embankment, placed in uniform layers not to exceed eight (8) inches in depth (loose measurement)?	☐	☐	☐

	Yes	No	NA
3. Is each layer of backfill material to the moisture content needed to obtain the required density?	☐	☐	☐
4. If a cohesionless material, such as sand, is used, is it compacted with vibratory equipment, water ponding or a combination of both?	☐	☐	☐

IV. Backfill – Bridge Foundations, Retaining Walls and Culverts (400.3.C.2)

1. Is the material used for backfilling free of any appreciable amount of gravel or stone particles more than four (4) inches in greatest dimension and of a gradation that permits thorough compaction?	☐	☐	☐
2. Are mechanical tamps or rammers required when the structure being backfilled could sustain damage from other compacting operations?	☐	☐	☐
3. Are any special density requirements for backfill under or adjacent to structures met?	☐	☐	☐

V. Backfill – Pipe (400.3.C.3)

1. After the bedding and pipes have been installed as required, is the selected backfill materials brought to proper moisture condition, placed along both sides of the pipe equally, in uniform layers not exceeding eight (8) inches in depth (loose measurement), and thoroughly compacted mechanically?	☐	☐	☐

	Yes	No	NA
2. Is the method of backfill in question 1 above continued in this manner to the top of pipe elevation and compacted in accordance with Item 400.3.C.1?	☐	☐	☐

VI. Cement Stabilized Backfill (400.3.C.4)

	Yes	No	NA
1. When required by plans, is cement stabilized backfill or flowable backfill placed equally along all sides of the structure, so as to prevent strain on or displacement of the structure; and are all voids filled?	☐	☐	☐

Williamson County
Road Bond Program
Inspection Check Lists

Spec Item: 416 – Drilled Shaft Foundations
Description: _____
Location: _____
Report No.: _____
Date: _____
Time: _____

QC Reviewer: _____

Results: ☐ Accepted ☐ Not Accepted

Remarks: _____

QC Reviewer Signature: _____

416 – Drilled Shaft Foundations	**Yes**	**No**	**NA**
I. Materials (416.2)			
1. Did the Contractor incorporate materials into this project that meet the requirements of referenced items in Section 416.2?	☐	☐	☐
2. Does concrete for Drilled Shafts meet the requirements of Table 1 and Table 2 for concrete class and slump?	☐	☐	☐
3. If drilling slurry is used, does it meet the requirements of Table 3, as determined by Tex-130 E?	☐	☐	☐

Drilled Shaft Foundations – Item 416

	Yes	No	NA
4. Do Chemical Admixtures meet the requirements of DMS-4620?	☐	☐	☐

_____

_____

II. Construction (416.3)

A. Excavation

1. When excavating, was satisfactory founding material encountered at plan elevation?	☐	☐	☐

_____

_____

If not, was the bottom of the shaft adjusted, or the foundation altered, as determined by the Engineer of Record, to satisfactorily comply with the design requirements?

_____

_____

2. Is the shaft vertical alignment measured and found to be within a tolerance of 1 inch per 10 feet of depth? **(Hold Point)**	☐	☐	☐

_____

_____

3. Is the center of shaft location measured and found to be not more than 1 inch from the horizontal position shown on the plans? **(Hold Point)**	☐	☐	☐

_____

_____

If not, was a structural review performed?

_____

_____

4. Did the Contractor provide suitable access and lighting for proper inspection of the completed excavation?	☐	☐	☐

_____

_____

Drilled Shaft Foundations – Item 416

	Yes	No	NA
5. For abutment drill shafts, is the embankment at the bridge ends completed to grade and thoroughly compacted prior to drilling?	☐	☐	☐

B. Requirements for Slurry Displacement Method

1. If the slurry method is used to construct drilled shaft, is slurry mixed at the project site or is it premixed in a reservoir adjacent to the excavation (not in the shaft excavation or other hole)?	☐	☐	☐
2. During and after drilling was a head of slurry maintained in the shaft excavation at or near ground level or higher as necessary to counteract ground water pressure?	☐	☐	☐
3. Just prior to placement of reinforcing steel, was an airlift or proper size cleanout bucket used to remove accumulated material on the bottom after the completion of drilling? **(Hold Point)**	☐	☐	☐
4. Was concrete placement started within 4 hours of shaft excavation? If not, was shaft reprocessed?	☐	☐	☐
5. Is the slurry agitated if the placement of concrete is delayed to keep it liquefied?			

Drilled Shaft Foundations – Item 416

C. Reinforcing Steel	Yes	No	NA
1. Is the cage of reinforcing steel completely assembled according to plans and placed in the drill shaft as a unit immediately prior to concrete placement? **(Hold Point)**	☐	☐	☐
2. Where spiral reinforcement is used, is it tied to longitudinal bars (not welded) at a spacing not to exceed 24 inches?	☐	☐	☐
3. In uncased shafts, are concrete spacer blocks or steel chairs placed at sufficient intervals to insure concentric spacing for the entire length of the cage?	☐	☐	☐
4. In cased shafts, are steel chair spacers or bent pieces of steel bars placed at sufficient intervals to insure concentric spacing inside the casing?	☐	☐	☐
5. Is the cage adequately supported to control vertical displacement and racking and distortion of the steel during concrete placement and/or extraction of the casing?	☐	☐	☐
6. a. Is the elevation of the steel cage checked before and after concrete placement or after casing extraction when casing is used?	☐	☐	☐
b. Did the downward movement of the steel not exceed 6 inches per 20 feet of shaft length?	☐	☐	☐

Drilled Shaft Foundations – Item 416

	Yes	No	NA
c. Did the upward movement of the steel not exceed 6 inches?	☐	☐	☐
d. Were the dowel bars checked for proper lap length between the shaft and column?	☐	☐	☐

D. Concrete (Perform all work in accordance with the requirements of Item 420, "Concrete Structures".)

1. For dry shafts 24" in diameter or smaller, is concrete placed continuously through the entire length of the shaft through a suitable tube or tremie (limit freefall to 25 feet) to prevent segregation of materials?	☐	☐	☐
2. Does the elapsed time from the beginning of concrete placement into the cased portion of the shaft until the completion of extraction of the casing exceed one hour?	☐	☐	☐
3. At the time the concrete is placed, is the excavated drill shaft free from accumulated seep water?	☐	☐	☐
4. Has all loose material been removed from the bottom of the excavation prior to placing concrete?	☐	☐	☐

(Note: For dry shafts over 24" diameter concrete freefall is unlimited; use 3 foot drop tube.)

Drilled Shaft Foundations – Item 416

	Yes	No	NA
E. Additional Requirements for Slurry Displacement or Underwater Concrete Placement Methods			
1. Is the concrete placed through a closed tremie or pumped to the bottom of the excavation?	☐	☐	☐
2. If a tremie is used, is it kept full of concrete and well submerged in the previously placed concrete at all times?	☐	☐	☐

How is this determined?

3. During the placement of concrete was the tremie raised, as necessary, to maintain the free flow of concrete and the stability of any casing used?

4. Was additional concrete placed to ensure the removal of any contaminated concrete at the top of the shaft?

5. For pours over water, was a collar used to capture the slurry and the top portion of concrete flushed from the shaft?

6. If the tremie seal (separating layer between the concrete and contaminated bottom hole material) is lost, was the tremie removed, the bottom resealed and the tremie re-inserted at least 5 feet below the new seal before continuing concrete placement?

Drilled Shaft Foundations – Item 416

	Yes	No	NA
F. Load Testing			
1. If required, were the poured drill shafts load tested after curing in accordance with Item 405, "Foundation Test Load"?	☐	☐	☐

_____

_____

Drilled Shaft Foundations – Item 416

Drilled Shaft Record
Form No. 416

DRILLED SHAFT				BELL FTG.		Date Drilled	Casing Used	Drilling Mud	Slurry Plmt.	Remarks
No.	Dia. (in)	Top of Shaft Elev.	Length (ft)	Dia. (CY)	Vol. (CY)					
Bent No.	Design Load			Tons per shaft						
Bent No.	Design Load			Tons per shaft						
Bent No.	Design Load			Tons per shaft						
Bent No.	Design Load			Tons per shaft						
Bent No.	Design Load			Tons per shaft						

Summary for Payment				Comments
Total this sheet		Total this structure		
size of shaft	Length (ft.)	size of shaft	Length (ft.)	
Total Vol of Bells		Total Vol of Bells		

Drilled Shaft Foundations – Item 416

Signature/Date:_____

Williamson County
Road Bond Program
Inspection Check Lists

Spec Item:	420 – Concrete Structures	Report No.:	
Description:		Date:	
Location:		Time:	

QC Reviewer: _____

Results: ☐ Accepted ☐ Not Accepted

Remarks: _____

_____

_____

_____

QC Reviewer Signature: _____

Concrete Structures	**Yes**	**No**	**NA**
I. Materials (420.2)	☐	☐	☐
1. Were concrete structures constructed from materials conforming to TxDOT's Department Material Specifications in accordance with Section 420.2?			

_____

_____

II. Construction (420.4)

A. Schedule Restrictions

Williamson County
Road Bond Program
Inspection Check Lists

Concrete Structures – Item 420

	Yes	No	NA
1. Did the Contractor comply with the schedule restrictions of Section 420.4.A, prior to erecting forms, removing forms, placement of materials, equipment and bridge rail, opening to construction or full traffic, post-tensioning or backfilling, ensure the previously placed concrete attained the minimum compressive strength or curing time?	☐	☐	☐

B. Falsework and Forms

1. Are the working drawings for forms and falsework signed and sealed by a Registered Professional Engineer, licensed in the state of Texas?	☐	☐	☐
2. Were the falsework and forms placed braced and alignments checked to ensure placement in accordance with the plans signed/sealed working drawings?	☐	☐	☐

C. Reinforcement (provided under Item 440)

1. Was reinforcing steel supports welded to I-beams or girders or to reinforcing steel as shown in the plans?	☐	☐	☐
2. Is the installation of dowels and anchor bolts in accordance with Section 420.4.G.10?	☐	☐	☐

D. Placing Concrete - General

1. Is the temperature of structural concrete at the time of placement between 50°and 95° F?	☐	☐	☐

Concrete Structures – Item 420

	Yes	No	NA
2. Is the temperature of each truck load of concrete for bridge slabs and top slabs of direct traffic culverts being checked and is it between 50° and 85°F?	☐	☐	☐
3. Does the transporting time from the Batching Plant to the placing of concrete in the forms conform to the specification or requirements?	☐	☐	☐
4. If a pump is used to deliver concrete from the truck to the structure, is sampling for testing done at the discharge or was correlation testing performed and documented to ensure that specifications are met at the discharge end?	☐	☐	☐
5. Are all forms, pre-stressed concrete panels, T-beams and concrete box beams wetted thoroughly and remaining puddles of excess water removed prior to concrete placement?	☐	☐	☐
6. Does the method of handling, placing and consolidation of concrete minimize segregation of the concrete and displacement of the reinforcement?	☐	☐	☐
7. Does the concrete have a free fall of five (5) feet or less except in the case of thin walls or as specified otherwise?	☐	☐	☐

Concrete Structures – Item 420

	Yes	No	NA
8. Is the concrete deposited in the forms in uniform layers not more than thirty-six (36) inches in thickness unless otherwise directed by the Engineer?	☐	☐	☐
9. Is the sequence of successive layers or adjacent portions of concrete such that they can be vibrated into a homogenous mass with the previously placed concrete before it sets?	☐	☐	☐
10. Is the construction sequence arranged so that cold joints in a monolithic placement is avoided?	☐	☐	☐
11. Is the concrete vibrated immediately after placement to consolidate the concrete and have the mortar flushed to the form surfaces?	☐	☐	☐
12. Is at least one stand-by vibrator provided for emergency use in addition to those required for placement?	☐	☐	☐
13. Is the rate of placement and finish satisfactory?	☐	☐	☐
14. Unless otherwise shown on the plans, for monolithic mass placements having a least dimension greater than five (5) feet, did the contractor submit a detailed plan to minimize temperature differential and meet the requirements of the Specification?	☐	☐	☐

Concrete Structures – Item 420

	Yes	No	NA
E. Construction Joints			
1. Are all construction joints in bridge slabs of the type and at the locations shown on the plans?	☐	☐	☐
2. Are there additional bridge slab construction joints placed that are not shown on the plans?	☐	☐	☐
3. Was written authorization from the Engineer given for additional joints in these members?	☐	☐	☐
F. Placing Concrete in Cold Weather			
1. Is concrete placed only when the ambient temperature in the shade is 35°F and rising or above 40°F?	☐	☐	☐
2. Is the temperature maintained after placement in accordance with Section 420.4.G.11?	☐	☐	☐
G. Placing Concrete in Hot Weather			
1. Unless otherwise directed by the Engineer, is an approved retarding agent used in all concrete pours for superstructures and top slabs of direct traffic culverts when the air temperature is above 85°F?	☐	☐	☐

Concrete Structures – Item 420

	Yes	No	NA
H. Placing Concrete in Water			
1. Are all classes of concrete placed under water, except Class E and Class SS, redesigned to contain an additional sack of cement per cubic yard?	☐	☐	☐
2. Is the concrete placed with a tremie meeting the requirements of Section 420.4.G.13, and is it not permitted to fall freely through the water nor disturbed after being placed?	☐	☐	☐
I. Placing Concrete in Superstructure			
1. For simple span bridge slabs, what type of finishing machine was used?	☐	☐	☐
2. If other than a mechanical longitudinal screed or a self-propelled transverse finishing machine was used, was approval given by the Engineer for small placements or unusual conditions?	☐	☐	☐
J. Finish of Bridge Slabs			
1. Did QC Reviewer witness the dry-run with the Contractor to ensure dead load deflection, screed profile, steel elevation, tying of rebar, armor joint elevation, depth of cover, etc. was checked?	☐	☐	☐
2. Was the concrete worked with a float to ensure a smooth finish?	☐	☐	☐

Concrete Structures – Item 420

	Yes	No	NA
3. Did QC Reviewer perform sufficient checks with a 16-ft. straight edge on the plastic concrete to ensure final surface is within specified tolerances?	☐	☐	☐
4. Did QC Reviewer continue checking and floating until the deck surface was true to grade, free of depressions, high spots, voids and rough spots?	☐	☐	☐
5. Was the surface finish achieved by using a carpet drag, burlap drag or broom?	☐	☐	☐
6. Was the finished concrete surface coated within 10 minutes with a single application of evaporation retardant at the rate recommended by the manufacturer?	☐	☐	☐
7. Is the final bridge deck surface given a grooved steel tine finish approximately 1/8 to 3/16 inches deep approximately 1/8 inches wide, randomly spaced approximately ¾ to 1 inch apart?	☐	☐	☐
8. Did the bridge deck finish meet the ride quality tolerance of 1/8 inch in ten (10) feet (10 feet straight edge test)?	☐	☐	☐
9. Was the bridge deck grooved by saw-cutting in accordance with Section 420.4.I?	☐	☐	☐

Concrete Structures – Item 420

	Yes	No	NA
K. Curing Concrete			
1. Were the curing requirements of Item 420.4.J met? (Note: See Table 1 – Please note "Exceptions to 4-Day Curing?")	☐	☐	☐
L. Removal of Forms and Falsework			
1. Did the Contractor remove the forms and falsework in accordance with Section 420.4.K?	☐	☐	☐
M. Ordinary Surface Finish			
1. Unless noted otherwise in the plans, did the exposed surfaces for the following items receive an ordinary finish in accordance with Section 420.4.M?			
a. Inside and top of inlets?	☐	☐	☐
b. Inside and top of manholes?	☐	☐	☐
c. Inside of sewer appurtenances?	☐	☐	☐
d. Inside of culvert barrels?	☐	☐	☐
e. Bottom of bridge slab between girders or beams?	☐	☐	☐
f. Vertical and bottom surfaces of interior concrete beams or girders?	☐	☐	☐

Note: Form marks and chamfer edges do not need to be smoothed for inside of culvert barrels and bottom of bridge slabs between girders or beams.

N. Surface Finishes for Concrete (Item 427)			
1. Was the surface cleaned and patched in preparation to receive the finish coating as shown in the plans: was this work performed in accordance with the requirements of Item 427?	☐	☐	☐

Concrete Structures – Item 420

Williamson County
Road Bond Program
Inspection Check Lists

Spec Item: 421 – Hydraulic Cement Concrete
Description: _____
Location: _____
Report No.: _____
Date: _____
Time: _____

QC Reviewer: _____

Results: ☐ Accepted ☐ Not Accepted

Remarks: _____

QC Reviewer Signature: _____

Portland Cement Concrete	**Yes**	**No**	**NA**
I. Materials (421.2)			
1. Do the materials used in all mixed concrete placed on the job conform to TxDOT's Department Material Specifications and other requirements of Section 421.2?	☐	☐	☐
2. Is the concrete mix visually checked for uniformity from the beginning to the end of each load?	☐	☐	☐

Hydraulic Cement Concrete – Item 421

	Yes	No	NA
II. Construction (421.4)			
A. Classification and Mix Design			
1. Are the requirements for entrained air met as outlined in Section 421.4.A.4 (Table 7)?	☐	☐	☐
2. Are the requirements of Table 8 – "Slump Requirements" being met?	☐	☐	☐
3. Is the maximum water-cement ratio exceeded?	☐	☐	☐
4. If question 3 is "yes", is the ratio regularly exceeded; was a new design performed?	☐	☐	☐
5. Is no water added to the concrete once discharge has begun to ensure that the maximum water-cement ratio is not exceeded?	☐	☐	☐
B. Job Testing and Documentation			
1. Was the concrete checked at the beginning of the load for slump or entrained air to prohibit placement of non-conforming material?	☐	☐	☐
2. Is the required job site testing (strength, clump, entrained air, concrete temperature, etc.) being performed at the required frequency using proper TxDOT testing methods?	☐	☐	☐

Hydraulic Cement Concrete – Item 421

	Yes	No	NA
3. Are the concrete tickets properly completed?	☐	☐	☐
4. Is the amount of water withheld (based on the design water-cement ratio) at the plant shown on the concrete ticket?	☐	☐	☐
5. If concrete is pumped, where is sampling and testing being performed?	☐	☐	☐
6. Were comparison tests recorded between the haul unit and the point of unit discharge after pump?	☐	☐	☐

C. Truck Mounted Paving Mixers and Transit Mix Trucks

1. Is each truck delivered concrete batch mixed not less than 70 nor more than 100 revolutions of the drum at the mixing speed designated by the manufacturer to produce a uniform concrete mix?	☐	☐	☐
2. When water is added at the job site, is the batch mixed a minimum of 25 revolutions at mixing speed?	☐	☐	☐

Concrete Batch Ticket

Ticket No: _____

Date: _____

Material Information

MAT'L	Identification*	Am't Batched
AEA		oz.
RA		oz.
WRA		oz.
		oz.
CA_1		lbs.
CA_2		lbs.
FA_1		lbs.
Cement		lbs.
Fly Ash		lbs.
		lbs.
		lbs.
		lbs.

AT PLANT

Plant | Des. No. | Truck No.

CY | County | Project | CCSJ

Class | Air Temp °F | Mixer Chg'd. ☐ AM ☐ PM | MAX TIME

*%Moist | CA_1 | CA_2 | CA_3 | CA_4 | FA_1 | FA_2

Water: | Added (gal). | Ice. (lbs) | Max. (gal)

Rev. Const.: | Beg. | End | Mix Rev.

Remarks

Plant Inspector Signature

AT JOBSITE

Structure | Location in Str.

Water | Added (gal). | Ice (lbs).

Rev. Constr. | Beg. | End. | Mix Rev.

*Slump | *%Air | *Conc. Temp °F | *Unit Weight Lbs/ft^3

*Bm. Or Cyl. Nos | Target Value psi | Mixer Unloaded ☐ AM ☐ PM

Remarks

Plant Inspector Signature

Williamson County
Road Bond Program
Inspection Check Lists

Spec Item: 422 – Reinforced Concrete Slab
Description: _____
Location: _____
Report No.: _____
Date: _____
Time: _____

QC Reviewer: _____

Results: ☐ Accepted ☐ Not Accepted

Remarks: _____

QC Reviewer Signature: _____

Reinforced Concrete Slab	**Yes**	**No**	**NA**
I. Materials (422.2)			
1. Are the materials furnished by the Contractor in accordance with the referenced Items of work and meet the requirements of Section 422.2?	☐	☐	☐
II. Construction (422.3)			
A. Pre-placement			
1. Is all placing, finishing and curing equipment in place and operational?	☐	☐	☐

Reinforced Concrete Slab – Item 422

	Yes	No	NA
2. Has a dry runoff the equipment been done?	☐	☐	☐
3. Has the proper clear cover for the rebar been checked?	☐	☐	☐
4. Does screed clear at the armor joints?	☐	☐	☐
5. Are drains and grates at plan location and elevation?	☐	☐	☐
6. Is sufficient plastic and curing blankets available in case of inclement weather after the pour begins?	☐	☐	☐
7. Are forms, deck panels, beams and every element that the fresh concrete will come in contact with properly wetted?	☐	☐	☐

B. During Placement

1. Has placement begun at the low end on spans with a profile grade of 1.5% or more?	☐	☐	☐
2. Are proper clear cover depths being checked at the frequency shown in the Test Guide Schedule?	☐	☐	☐

Reinforced Concrete Slab – Item 422

	Yes	No	NA
3. Is concrete being placed between exterior and adjacent beams prior to placing concrete on overhangs?	☐	☐	☐
4. Is the application of evaporation retardant and curing compound being applies at the times required by specification and at the rates identified by the manufacturer?	☐	☐	☐

C. Post Placement

1. Is the final surface within specification tolerances when checked with a 16-ft straightedge?	☐	☐	☐
2. Has concrete attained a compressive strength in accordance with Section 420.4.A and Table 5 of Section 421.4 prior to removing forms or introducing loads?	☐	☐	☐
3. If deck grooves are saw cut, were they installed in accordance with Section 420.4.I?	☐	☐	☐

Williamson County
Road Bond Program
Inspection Check Lists

Spec Item:	423 – Retaining Wall	Report No.:	
Description:		Date:	
Location:		Time:	

QC Reviewer: _____

Results: ☐ Accepted ☐ Not Accepted

Remarks: _____

QC Reviewer Signature: _____

Retaining Wall	**Yes**	**No**	**NA**
I. Materials (432.2)			
1. Do the materials furnished by the Contractor meet the requirements of the referenced Items of work and other requirements of Section 432.2?			
2. For non-reinforced cast-in-place, was "Class A" concrete used?	☐	☐	☐
3. For reinforced cast-in-place, was "Class C" concrete used?	☐	☐	☐

Retaining Wall – Item 423

	Yes	No	NA
4. Are precast panels fabricated with "Class H" concrete with compressive strength breaks of 4,000 psi or greater?	☐	☐	☐
5. If machine-made concrete block units are used, were they cast in accordance with ASTM C-90, Class 1, Type II and meet the 28-day compressive strength of 4,000 psi with maximum moisture absorption of 7%?	☐	☐	☐
6. If machine-made concrete block units are used, were they sampled and tested in accordance with ASTM C-140 and are the molded dimensions within 1/8" tolerance, except where height must be within 1/16"?	☐	☐	☐
7. For filter fabric used in the Retaining Wall System, is it UV-resistant and does the material meet the requirements of DMS-6200?	☐	☐	☐
8. Are approved joint fillers, pads, waterstops, etc. used as shown in the plans?	☐	☐	☐
9. Does the retaining wall design service life meet the requirements of Section 423.3B?	☐	☐	☐
10. Does the backfill material conform to the gradation and other requirements stated in the plans and/or Item 423.C.2: Table 2 and Item 423.3.C.3: Table 3?	☐	☐	☐

Retaining Wall – Item 423

II. Construction (423.2)	Yes	No	NA
1. Is the foundation for the structure graded level and compacted with a roller approved prior to wall construction? (Hold Point)	☐	☐	☐
2. Are any foundation soils found to be unsuitable removed and replaced?	☐	☐	☐
3. Is filter fabric placed behind all wall joints, and at the intersection of retaining walls with other structures, including riprap?	☐	☐	☐
4. Does the filter fabric cover joints a minimum of 6 inches on each side and is it positively held in place?	☐	☐	☐
5. As select fill material is placed behind the wall panels, are the panel alignments maintained by acceptable bracing methods?	☐	☐	☐
6. Do vertical tolerances and horizontal alignment tolerance not exceed ¾" when measured along the wall with a 10-foot straight edge?	☐	☐	☐
7. Is the overall vertical tolerance of the wall (plumbness from top to bottom) within ½" per 10-feet of wall height?	☐	☐	☐
8. Does the backfill placement closely follow the erection of each lift of panels, and is it placed in 8" lifts and compacted to 95% of density?	☐	☐	☐

Retaining Wall – Item 423

	Yes	No	NA
9. At each reinforcement level, is the backfill leveled and compacted before placing the reinforcement?	☐	☐	☐
10. Is adjacent embankment placed to approximately the same level as the backfill material? Note: Do not create a continuous, distinct, vertical joint between the select and embankment backfill.	☐	☐	☐
11. Is compaction in the 3-foot strip adjacent to the backside of the wall accomplished with hand operated or walk-behind compacter?	☐	☐	☐
12. If rock backfill is used as select material, was a filter fabric layer placed before placing the last 2 feet of backfill immediately below the pavement structure or top of wall? Note: Overlap splices by at least 18".	☐	☐	☐
13. Does the upper 2 feet of rock backfill contain no stones larger than 3" in their greatest dimension and is it composed of material with sufficient fines to fill the voids in a compacted state?	☐	☐	☐
14. Is the wall being constructed in accordance with the details shown on the plan sheets and/or construction drawings?	☐	☐	☐
15. If construction drawings are used to show the construction details, does the Reviewer have (or have access to) a copy of these drawings?	☐	☐	☐

Retaining Wall – Item 423

	Yes	No	NA
16. Are proper spacers provided between panels?	☐	☐	☐
17. Is grading and drainage maintained adjacent to the wall during construction?	☐	☐	☐
18. If temporary MSE walls are used, were the walls constructed in accordance with Section 423.3.F requirements?	☐	☐	☐
19. If Concrete Block Retaining Walls are used, were the walls constructed in accordance with Section 423.3.G?	☐	☐	☐

Williamson County
Road Bond Program
Inspection Check Lists

Spec Item:	425 – Precast Pre-stressed Concrete Structural Members	Report No.:	
Description:		Date:	
Location:		Time:	

QC Reviewer: _____

Results: ☐ Accepted ☐ Not Accepted

Remarks: _____

QC Reviewer Signature: _____

Precast/Pre-stressed Concrete Structural Members	**Yes**	**No**	**NA**
I. Materials (425.2)			
1. Do the materials incorporated in the Precast Pre-stressed Concrete Structural Members conform to the reference items of work, TxDOT's Department Material Specifications and other requirements of Section 425.2?	☐	☐	☐
2. Did the Contractor provide manufacturer's certifications for bedding strips and use adhesives or bonding agents as recommended by the polystyrene manufacturer?	☐	☐	☐

Precast Pre-stressed Concrete Structural Members – Item 425

	Yes	No	NA
II. Construction (425.3)			
1. Are beams, bridge deck panels and bearing pads approved by TxDOT and is the TxDOT stamp on them?	☐	☐	☐
2. Do beams have any signs of damage such as cracks, spalling and/or "honeycombs"?	☐	☐	☐
3. Are dimensions correct?	☐	☐	☐
4. During erection of beams, did the Contractor securely tie or brace all beams in accordance with minimum erection and bracing standards?	☐	☐	☐
5. Are any safety hazards apparent (power lines, traffic hazards or other construction activities)?	☐	☐	☐
6. Have beams been erected to proper alignment as shown on the plans?	☐	☐	☐
7. Are beams positioned with the proper clearance from the abutment back-wall and adjacent beam?	☐	☐	☐

Williamson County
Road Bond Program
Inspection Check Lists

Spec Item: 440 – Reinforcing Steel
Description: _____
Location: _____

Report No.: _____
Date: _____
Time: _____

QC Reviewer: _____

Results: ☐ Accepted ☐ Not Accepted

Remarks: _____

QC Reviewer Signature: _____

Reinforcing Steel	**Yes**	**No**	**NA**
I. Materials (440.2)			
1. Does the reinforcing steel to be welded comply with ASTM A706 or have a carbon equivalency of not more than 0.55%?	☐	☐	☐
2. Do the electrodes used for welding conform to the requirements of Item 448.2 for the type of reinforcing steel used?	☐	☐	☐

Reinforcing Steel – Item 440

		Yes	No	NA
3.	Does the person performing the welding operation have welder certification paper issued by TxDOT that covers the type of work he/she is performing? (448.4)	☐	☐	☐
4.	Is an oven used to dry and store electrodes with low hydrogen coverings for the times and at the temperatures required? (448.4.C)	☐	☐	☐
5.	Is the rebar used on the job from an approved Mill as required by Section 440.2.A?	☐	☐	☐
6.	Unless otherwise shown on the plans, is the deformed rebar Grade 60 as required by Section 440.2.B?	☐	☐	☐
7.	For Epoxy Coated Rebar, is the coated reinforcing steel in accordance with Table 3 (440.2.F)?	☐	☐	☐
8.	Are mechanical couplers used when reinforcing steel is spliced?	☐	☐	☐
9.	Are all couplers furnished by the Contractor produced by a pre-qualified manufacturer? (DMS-4510)	☐	☐	☐
10.	Before being used, are the couplers sampled and tested as required in Item 440.2.G and do they meet all requirements? (DMS-4510)	☐	☐	☐

Reinforcing Steel – Item 440

	Yes	No	NA
II. Construction (440.3.C)			
1. Is steel reinforcement adequately stored above the surface of the ground upon platforms, skids or other supports and protected from damage and deterioration?	☐	☐	☐
2. In final placement, is the reinforcement free from dirt, paint, grease, oil or other foreign materials and from defects such as cracks and delaminations?	☐	☐	☐
3. Are lap-splice, wield-splice, or mechanically spliced bars placed as shown on the plans and meet the requirements of Section 440.3.D and Table 5 "Minimum Lap Requirements by Bar Size"?	☐	☐	☐
If not, was written approval given by the Engineer for additional splices?			
4. In the plane of the steel parallel to the nearest surface of concrete, do the bars vary from plan placement by not more than 1/12 of the spacing between bars?	☐	☐	☐
5. In the plane of the steel perpendicular to the nearest surface of concrete, do the bars vary from plan placement by not more than 1/4"?	☐	☐	☐
6. Is the depth of cover (concrete) to the nearest surface of steel at least 1" unless otherwise shown on the plans?	☐	☐	☐

Reinforcing Steel – Item 440

		Yes	No	NA
7.	For bridge slabs, is the clear cover tolerance for the top mat of reinforcement 0" to ½"?	☐	☐	☐
	_____			
	_____			
8.	Are bars of the proper size, location and quantity as shown on the plans?	☐	☐	☐
	_____			
	_____			
9.	a. What type of bar supports are used?	☐	☐	☐
	_____			
	_____			
	b. Are the bar supports adequate in strength and number to hold the reinforcement in place, before and during concrete placement?	☐	☐	☐
	_____			
	_____			
	If not, is concrete placement halted until corrective measures are taken?			
	_____			
	_____			
	c. If individual bar supports are used, are they placed in rows at 4 ft. maximum spacing?	☐	☐	☐
	_____			
	_____			
	d. If continuous type bar supports are used, are they placed in rows at 4 ft. maximum spacing?	☐	☐	☐
	_____			
	_____			
	e. Are continuous type bar supports used when permanent metal deck forms are used?	☐	☐	☐
	_____			
	_____			

Reinforcing Steel – Item 440

	Yes	No	NA
10. Are all accessories used with epoxy coated reinforcement such as tie wires, bar chairs, supports or clips made of steel, fully coated with epoxy or plastic?	☐	☐	☐
11. Has all visible damage to the coating been repaired in accordance with Section 440.3.F.3 before the reinforcement is used?	☐	☐	☐
12. Is any cutting of coated reinforcement done only by sawing or shear cutting with permission of the Engineer?	☐	☐	☐
13. Have all cut ends been coated before the reinforcement is used?	☐	☐	☐

Williamson County
Road Bond Program
Inspection Check Lists

Spec Item:	442 – Metal for Structures	Report No.:	
Description:		Date:	
Location:		Time:	

QC Reviewer: _____

Results: ☐ Accepted ☐ Not Accepted

Remarks: _____

_____

_____

_____

QC Reviewer Signature: _____

Metal for Structures	**Yes**	**No**	**NA**
I. Materials (442.2)			
A. Non-Bridge Structures:			
1. Was the structural steel delivered and used within the project tested in accordance with ASTM A370?	☐	☐	☐
2. Does the type and grades of steel used by the Contractor in accordance with the listing in Section 442.2.2.A or as shown on the plans?	☐	☐	☐

Metal for Structures – Item 442

	Yes	No	NA
3. Have tension members and other components listed in Section 442.2.2.B been impact tested and do the test results conform with the Charpy V-notch (CVN) requirements of Table 1 within the above stated section?	☐	☐	☐

B. Other Components such as Shear Connectors, Anchors, Fasteners, Slip-resistant Deck Plates and Rail Posts:

1. Do the materials supplied to the project under this section have a certification of material properties from the manufacturer?	☐	☐	☐
2. Do the materials meet the ASTM requirements as shown in Section 442.2.3 per category description and tested in accordance with section requirements?	☐	☐	☐

C. Forgings, Castings and Extrusions (442.2.B, C, D, E, F, G):

1. Do the components under this category meet the ASTM, class, grade and/or alloy-temper as required in accordance by Section 442.2.B, C, D, E, F, G?	☐	☐	☐

II. Construction Methods (442.3)

1. Was the structural metal fabricated, welded and erected in accordance with Item 441, "Steel Structures"; Item 447, "Structural Bolting; Item 448, "Structural Field Welding"; and applicable AWS welding codes?	☐	☐	☐
2. Were the fabricated and erected structural metal members painted in accordance with Item 446, "Cleaning and Painting Steel"?	☐	☐	☐

Metal for Structures – Item 442

		Yes	No	NA
3.	When specified in the plans, was the fabricated steel items galvanized in accordance with Item 445, "Galvanizing"?	☐	☐	☐
4.	Were field repairs to the painting or galvanizing of fabricated and erected steel items performed in accordance with Item 446, "Cleaning and Painting" or Item 445, "Galvanizing"?	☐	☐	☐

Williamson County
Road Bond Program
Inspection Check Lists

Spec Item: 462 – Concrete Box Culverts & Storm Drains
464 – Reinforced Concrete Pipe

Report No.: _____

Description: _____

Date: _____

Location: _____

Time: _____

QC Reviewer: _____

Results: ☐ Accepted ☐ Not Accepted

Remarks: _____

QC Reviewer Signature: _____ :

Concrete Box Culverts & Storm Drains/Reinforced Concrete Pipe	**Yes**	**No**	**NA**
I. Materials (462.2 and 464.2)			
A. Reinforced Concrete Pipe, Concrete Box Culverts and Strom Drains			
1. Were the individual sections of pipe or pre-cast boxes inspected and rejected if they do not have the Division of Materials and Tests monogram on them?	☐	☐	☐
2. For cast-in-place or pre-cast box culverts and storm drains, do the materials and method of fabrication comply with the requirements of Section 462.2.A, B?	☐	☐	☐

Williamson County
Road Bond Program
Inspection Check Lists

Concrete Box Culverts & Storm Drains – Item 462
Reinforced Concrete Pipe – Item 464

	Yes	No	NA
3. For cast-in-place box culverts and storm drains, during fabrication, did test specimens meet the requirements of Item 421, "Hydraulic Cement Concrete"; Item 440, "Reinforcing Steel" and conform to the requirements of Item 420, "Concrete Structures"?	☐	☐	☐
4. Were the individual sections of pipe or pre-cast boxes inspected at the project site and repaired or rejected if any of the defects are found?	☐	☐	☐
5. Were pre-cast sections inspected to ensure they meet the tolerance in accordance with Section 462.2.F?	☐	☐	☐
6. Are cracks which extend into the plane of the reinforcing steel repaired in an approved manner?	☐	☐	☐
7. Are small damaged or honeycombed areas which are purely surface in nature repaired to the satisfaction of the Engineer?	☐	☐	☐
8. Are precast sections stored on level blocking in a manner acceptable to the Engineer?	☐	☐	☐
9. Are lifting holes larger than 3" diameter?	☐	☐	☐

Concrete Box Culverts & Storm Drains – Item 462
Reinforced Concrete Pipe – Item 464

	Yes	No	NA
B. Jointing Materials			
1. For all jointing materials except mortar, has the Contractor furnished the Engineer the Manufacturer's Certificate of Compliance that complies with the requirements in Section 464.2.I?	☐	☐	☐

II. Construction (462.3 and 464.3)

A. Laying Pipe and Pre-cast Boxes

1. Unless otherwise authorized by the Engineer, did the Contractor start the laying of pipe or present boxes on the bedding at the outlet end with the spigot or tongue pointing downstream and proceed toward the inlet end with the abutting sections properly matched, true to the established lines and grade?	☐	☐	☐
2. Is proper equipment provided for hoisting and lowering the sections of pipe or pre-cast boxes into the trench without disturbing the bedding and the sides of the trench?	☐	☐	☐
3. Are the ends of the pipe or precast boxes carefully cleaned, if necessary?	☐	☐	☐
4. Is the pipe or pre-cast boxes fitted and matched so that when laid in the bed, it forms a smooth uniform conduit?	☐	☐	☐
5. Are multiple installations of reinforced concrete pipe (RCP) laid with the center lines of individual barrels parallel?	☐	☐	☐

Concrete Box Culverts & Storm Drains – Item 462
Reinforced Concrete Pipe – Item 464

	Yes	No	NA
6. Unless otherwise shown on the plans for multiple installations for RCP, are the clear distances between outer surfaces of adjacent pipes as shown in Item 464.3.B (Table 5)?	☐	☐	☐
7. Is the area for placement of structures excavated, shaped and the structures bedded and backfilled in accordance with Item 400, "Excavation and Backfill Structures"?	☐	☐	☐
8. Unless otherwise shown on the plans or permitted in writing by the Engineer, did heavy earth moving equipment haul over the structure before a minimum of 4-feet of compacted fill was placed over the top of the structure?	☐	☐	☐
9. Is pipe or pre-cast boxes damaged by the Contractor's equipment removed and replaced or repaired by an approved method by the Engineer?	☐	☐	☐

B. Jointing for Pipes, Concrete Box Culverts and Storm Drains

1. Does the mortar consist of one part cement, two parts sand, and sufficient water to make a plastic mix?	☐	☐	☐
2. Are the structure ends cleaned and wetted before making the joint?	☐	☐	☐
3. After the structures are tightly jointed, is the mortar packed into the joint from both inside and outside the structure, and then the inside finished smooth and flush with adjacent joints of structure?	☐	☐	☐

	Yes	No	NA
4. Are mortar joints cured by keeping the joints wet for at least 48 hours or until the backfill operation begins after the mortar joint has cured for at least 6 hours?	☐	☐	☐
5. Is no mortar jointing done when the atmospheric temperature is at or below 40°F?	☐	☐	☐
6. Are mortared joints protected against freezing by backfilling or other approved methods for at least 24 hours?	☐	☐	☐

C. Joints using Cold-Applied, Plastic Asphalt Sewer Joint Compound

1. Are both ends of the structure clean and dry at the time the joint is made?	☐	☐	☐
2. Was a ½" thick layer of the compound troweled or otherwise placed in the groove end of the structure covering not less than two-thirds of the joint face around the entire circumference before the tongue end of the next structure is shoved home with sufficient pressure to make a tight joint?	☐	☐	☐
3. After the joint is made, is any excess mastic projecting into the structure removed?	☐	☐	☐

D. Joints Using Rubber Gasket

1. Where rubber gasket joints are required by the plans, is the joint assembly made according to the recommendations of the gasket manufacturer?	☐	☐	☐

	Yes	No	NA
2. When using rubber gaskets, are the joints water tight?	☐	☐	☐

E. Joints Using Pre-formed Flexible Joint Sealants

1. Are the joints placed according to the procedure shown in Article 464.3.C.4 and the manufacturer's recommendations?	☐	☐	☐
2. Is the joint sealer placed in such manner that no dirt or other deleterious materials will come in contact with the joint sealing material?	☐	☐	☐
3. When the atmospheric temperature is below 60°F, are plastic joint seal gaskets either stored in an area warmed to above 70°F or artificially warmed to this temperature in a manner satisfactory to the Engineer?	☐	☐	☐

F. Connections and Stub Ends for Pipes, Concrete Box Culverts and Storm Drains

1. Is the bottom of existing structures mortared or concreted if necessary to eliminate any drainage pockets created by the connections?	☐	☐	☐
2. Is any damage to the existing structure resulting form making the connection satisfactorily repaired by the Contractor?	☐	☐	☐
3. Unless otherwise shown on the plans, are the connections between concrete pipe and corrugated metal pipe made with a suitable concrete collar having a minimum thickness of 4"?	☐	☐	☐

Concrete Box Culverts & Storm Drains – Item 462
Reinforced Concrete Pipe – Item 464

	Yes	No	NA
4. Are stub ends, for connections to future work not shown on the plans, finished by installing watertight plugs into the free end of the pipe?	☐	☐	☐
5. For precast boxes, fill lifting holes with mortar or concrete and cure or precast concrete mortar plugs may be used. Have the holes been filled accordingly prior to backfill?	☐	☐	☐

APPENDIX B

GUIDE SCHEDULE OF SAMPLING AND TESTING

GUIDE SCHEDULE OF SAMPLING AND TESTING

AUGUST 2010

Using the Guide Schedule

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

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

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

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

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

NOTE: For non-exempt federal-aid (Federal Letter of Authority [FLOA]) projects, use the "Letter of Certification of Materials Used" to document reasons for material acceptance when a test fails. For all other projects, document the justification and explanation for acceptance of materials that fail project tests in the project file.

Assuring the quality of the product and proper incorporation of materials into the project begins with proper sampling practices. Sampling, testing, and construction inspection must be performed collaboratively to assure the specific attributes of the finished product reflect quality workmanship. Sampling guidance for hot-mixed asphalt is contained in Tex-225-F, Random Selection of Bituminous Mixture Samples, and the respective specification for that material. All remaining materials are covered by method and materials specifications, to which the following applies.

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

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

- Soils/flexible base: Vary sampling between stockpiling operations, completed stockpile, windrow, and project site. Vary the time of day sampling is performed.
- Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.
- Concrete (structural and miscellaneous): Always sample as near as practicable to the point of placement. For strength testing, vary the time of day or the number of truck from which the concrete is sampled. Tests for slump, air, and temperature should be done often to ensure the consistent control of the concrete production (not applicable to miscellaneous concrete).

This Guide Schedule, effective August 2010, is applicable to all contracts associated with the 2004 Standard Specifications.

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

GUIDE SCHEDULE OF SAMPLING AND TESTING
(Per Contract)

TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES					
			PROJECT TESTS		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION OR TIME OF SAMPLING (D)**	**FREQUENCY OF SAMPLING (F)**	**REMARKS**
EMBANKMENT (CUTS & FILLS)	Liquid Limit **(A)**	Tex-104-E	During stockpiling operations, from completed stockpile, or project site **(B)**	Materials with PI ≤ 15: 10,000 CY **(F)**	For type A embankment or when required by the plans. This test may be waived for embankment cuts as directed by the Engineer. Determine a new liquid limit and plasticity index for each different material or notable change in material.
	Plasticity Index **(A)**	Tex-106-E		Materials with PI > 15: 5,000 CY **(F)**	
	Gradation	Tex-110-E	During stockpiling operations, from completed stockpile, or project site **(B)**	Each 10,000 CY **(F)**	When shown on plans. This test may be waived for embankment cuts, as directed by the Engineer.
	Moisture/Density	Tex-114-E	During stockpiling operations, from completed stockpile, or project site **(B)**		Not required for ordinary compaction. Determine a new optimum moisture and maximum density for each different material or notable change in material.
	In-place Density **(A)**	Tex-115-E	As designated by the Engineer	Fill: each 5,000 CY min. 1 per lift. **(F)**	Not required for ordinary compaction. Determine a new optimum moisture and maximum density for each different material or notable change in material. Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E, as necessary for control, for each different material or notable change in material and adjust the density accordingly. Materials such as RAP, gypsum, lime, cement, and iron ore tend to bias the counts for nuclear density gauges.
				Cut: each 6,000 LF **(F)**	
RETAINING WALL (NON-SELECT BACKFILL)	As shown above for Embankment (Cuts and Fills)		As shown above for Embankment (Cuts and Fills)	As shown above for Embankment (Cuts and Fills)	
RETAINING WALL (SELECT BACKFILL)	Gradation	Tex-110-E	During stockpiling operations, from completed stockpile, or project site **(B)**	Each 5,000 CY **(F)**	
	Resistivity **(A)**	Tex-129-E	During stockpiling operations, from completed stockpile, or project site **(B)**	Each 5,000 CY **(F)**	For material with resistivity between 1,500 and 3,000 ohm-cm, determine chloride and sulfate content, as specified in Item 423.
	pH **(A)**	Tex-128-E	During stockpiling operations, from completed stockpile, or project site **(B)**	Each 5,000 CY **(F)**	

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

TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES

			PROJECT TESTS		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION OR TIME OF SAMPLING (D)**	**FREQUENCY OF SAMPLING (F)**	**REMARKS**
RETAINING WALL (SELECT BACKFILL) (continued)	Soundness	Tex-411-A	During stockpiling operations, or from completed stockpile	As directed by the Engineer	Test when backfill sources appear to contain particles such as shale, caliche, or other soft, poor-durability particles.
	In-place Density **(A)**	Tex-115-E	As designated by the Engineer.	One per backfill lift, per wall	Not required for rock backfill. For walls greater than 500 ft. in length, perform one test per lift for every 500 ft. in length. **(F)** Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E for each different material or notable change in material and adjust the density accordingly.
UNTREATED BASE COURSES	Liquid Limit **(A)**	Tex-104-E	During stockpiling operations, from completed stockpile, or windrow **(B)**	Each 5,000 CY **(F)**	
	Plasticity Index **(A)**	Tex-106-E	During stockpiling operations, from completed stockpile, or windrow **(B)**	Each 5,000 CY **(F)**	
	Gradation **(A)**	Tex-110-E	During stockpiling operations, from completed stockpile, or windrow **(B)**	Each 5,000 CY **(F)**	
	Moisture/Density	Tex-113-E	From completed stockpile at the source **(E)**	Each 20,000 CY **(F)**	Not required for ordinary compaction.
	Wet Ball Mill **(A)**	Tex-116-E	From completed stockpile at the source **(E)**	Each 20,000 CY **(F)**	As required by the plans.
	Strength **(A)**	Tex-117-E	From completed stockpile at the source **(E)**	Each 20,000 CY **(F)**	As required by the plans. When base material is from a source where the District has a record of satisfactory triaxial results, the frequency of testing may be reduced to one per 30,000 CY. If any one test falls below the minimum value required, the frequency of testing will return to the original frequency of 20,000 CY.
	In-place Density **(A)**	Tex-115-E	As designated by the Engineer	Each 3,000 CY, min. 1 per lift **(F)**	Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E, as necessary for control, for each different material or notable change in material and adjust the density accordingly. Materials such as RAP, gypsum, lime, cement, and iron ore tend to bias the counts for nuclear density gauges.
	Thickness **(A)**	Tex-140-E	As designated by the Engineer	Each 3,000 CY **(F)**	Not required where survey grade control documents compliance.

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

TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES

				PROJECT TESTS		
MATERIAL OR PRODUCT		**TEST FOR**	**TEST NUMBER**	**LOCATION OR TIME OF SAMPLING (D)**	**FREQUENCY OF SAMPLING (F)**	**REMARKS**
TREATED SUBGRADE AND BASE COURSES	NEW BASE MATERIAL	Liquid Limit **(A)**	Tex-104-E	During stockpiling operations, from completed stockpile, or windrow **(B)**	Each 5,000 CY **(F)**	When central mix site or plant is used, windrow sampling may be waived.
		Plasticity Index **(A)**	Tex-106-E	During stockpiling operations, from completed stockpile, or windrow **(B)**	Each 5,000 CY **(F)**	
		Gradation **(A)**	Tex-110-E	During stockpiling operations, from completed stockpile, or windrow **(B)**	Each 5,000 CY **(F)**	
		Wet Ball Mill **(A)**	Tex-116-E	From completed stockpile at the source **(E)**	Each 20,000 CY **(F)**	As required by the plans.
		Strength **(A)**	Tex-117-E	From completed stockpile at the source **(E)**	Each 20,000 CY **(F)**	As required by the plans. When base material is from a source where the District has a record of satisfactory triaxial results, the frequency of testing may be reduced to one per 30,000 CY. If any one test falls below the minimum value required, the frequency of testing will return to the original frequency of 20,000 CY.
		In-place Density **(A)**	Tex-115-E	As designated by the Engineer	Each 3,000 CY, min. 1 per lift **(F)**	Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E for each different material or notable change in material and adjust the density accordingly. Materials such as RAP, gypsum and iron ore tend to bias the counts for nuclear density gauges.
	LIME	Compliance with DMS-6350		During delivery to project	Hydrated Lime: 1 Per Project Commercial Lime Slurry: each 200 tons of lime **(F)** Carbide Lime Slurry: each 100 tons of lime **(F)** Quick Lime: 1 Per Project	All lime sources must be on TxDOT's Lime Quality Monitoring Program as described in DMS-6330. Sample frequency for Carbide Lime Slurry may be increased as directed by the Engineer.
	CEMENT	Compliance with DMS-4600		Railroad car, truck, or cement bins	Each 2,000 bbls. for each type and brand **(F)**	Sampling and testing may be waived when the source is listed in the current Material Producer List for Cement. **(C)**
	FLY ASH MATERIAL	Compliance with DMS-4615		Project samples at location designated by the Engineer	1 per Project	Only materials from CSTM&P approved sources listed in the Material Producer List for Fly Ash will be accepted. **(C)**

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

TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES

				PROJECT TESTS		
MATERIAL OR PRODUCT		**TEST FOR**	**TEST NUMBER**	**LOCATION OR TIME OF SAMPLING (D)**	**FREQUENCY OF SAMPLING (F)**	**REMARKS**
TREATED SUBGRADE AND BASE COURSES (continued)	COMPLETE MIXTURE	Pulverization Gradation	Tex-101-E Part III	Roadway, after pulverization and mixing	As necessary for control	At the beginning of the project, one test must be made for each 4,500 CY or 6,000 tons until the Engineer is satisfied that acceptable pulverization results are being obtained.
		Moisture-Density	Tex-120/121-E (Part I), or Tex-127-E	Completed stockpile or roadway prior to placement **(E)**	Each 20,000 CY **(F)**	At the beginning of the project, determine the appropriate moisture/density curve for each different or notable change in material. If design is done prior to the project, test may be waived.
		Soil-Cement Testing Soil-Lime Testing	Tex-120-E (Part II) Tex-121-E (Part II)	From roadway windrow after treatment	As necessary for control	Perform Tex-120-E Part II on Cement, Fly Ash and Lime-Fly Ash treated materials, and Tex-121-E on Lime treated materials. Verifies Da value obtained at beginning of project. At the discretion of Engineer.
		In-place Density **(A)**	Tex-115-E	As designated by the Engineer	Each 3,000 CY, min 1 per lift **(F)**	Determine the appropriate moisture/density curve for each different material or notable change in material. Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E, as necessary for control, for each different material or notable change in material and adjust the density accordingly. Stabilizers and materials such as RAP, gypsum and iron ore tend to bias the counts for nuclear density gauges.
		Thickness **(A)**	Tex-140-E	As designated by the Engineer	Each 3,000 CY **(F)**	Not required where survey grade control documents are used for compliance

TABLE I – FOOTNOTES

A - When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the SiteManager Remarks field.

B - Engineer will select any of these locations or any combinations thereof with the provision that the initial sample will be obtained from the completed stockpile at the source and at least one out of ten consecutive samples will be taken at the project site (from the windrow for treated and untreated bases and embankments when possible).

C - Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.

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

- Soils/Flexible Base: For gradation, liquid limit, and plastic limit, vary sampling between stockpiling operations, completed stockpile, windrow, and project site. Vary the time of day sampling is performed.
- Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.

E - The Engineer will sample from the completed stockpile at the source and test prior to placement.

F - Each test performed that is based on a quantity of material is considered “or fraction thereof” for calculating number of tests.

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

TABLE IA – ASPHALT STABILIZED BASE (Plant Mix)

			PROJECT TESTS		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION OR TIME OF SAMPLING (D)**	**FREQUENCY OF SAMPLING (E)**	**REMARKS**
AGGREGATE	Gradation **(A)**	Tex-200-F Part I	During stockpiling operations, from completed stockpile, or prior to mixing	Each 5,000 CY **(E)**	
	Liquid Limit **(A)**	Tex-104-E	During stockpiling operations, from completed stockpile, or prior to mixing	Each 5,000 CY **(E)**	
	Plasticity Index **(A)**	Tex-106-E	During stockpiling operations, from completed stockpile, or prior to mixing	Each 5,000 CY **(E)**	
	Wet Ball Mill or L. A. Abrasion **(A)**	Tex-116-E or Tex-410-A	During stockpiling operations, from completed stockpile, or prior to mixing	Each 20,000 CY **(E)**	When L. A. Abrasion is specified, tests are not required when the published value of the source, as listed in the current Material Producer list for CRSQC, meets the project specifications. **(B)**
	Coarse Aggregate Angularity **(A)**	Tex-460-A Part I	During stockpiling operations, from completed stockpile, or prior to mixing	1 per project per source	Not required for crushed stone sources.
	Sand Equivalent	Tex-203-F	Hot aggregate bins, feeder belt, or stockpile	1 per project per source	When designated by the Engineer, test may be run on combined aggregates when multiple sources are used.
	Decantation	Tex-217-F Part II	During stockpiling operations, from completed stockpile, or prior to mixing	Each 10,000 CY **(E)**	Required only for RAP and recycled aggregate.
LIME	Compliance with DMS-6350		During delivery to project	Hydrated Lime: 1 Per Project. Commercial Lime Slurry: each 200 tons of lime **(E)** Carbide Lime Slurry: each 100 tons of lime **(E)** Quick Lime: 1 Per Project **(C)**	On projects requiring less than 50 tons, material from CSTM&P approved sources may be accepted on the basis of Producer's Certification without sampling.
ASPHALT BINDER	Compliance with Item 300 – Binder and Tack Coat		Sampled, tested and preapproved by CSTM&P. Take project samples when designated by the Engineer.	One each for binder and tack coat per project, per grade, per source.	Test at least one sample taken from the project. Sample tack coat at the distributor on the roadway. Sample binder at hot mix plant. Binder should arrive on the project pre-approved. If not pre-approved, sample binder before use.

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

TABLE IA – ASPHALT STABILIZED BASE (Plant Mix)

			PROJECT TESTS		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION OR TIME OF SAMPLING (D)**	**FREQUENCY OF SAMPLING (E)**	**REMARKS**
COMPLETE MIXTURE	Laboratory Density and/or Strength **(A)**	Tex-126-E	Plant or road **(D)**	20,000 CY (25,000 tons) **(E)**	
	Percent Asphalt **(A)**	Tex-236-F	Plant or road **(D)**	Each 1,500 CY (2,000 tons) or days production **(E)**	Determine correlation factors for ignition oven at a minimum of one per project.
	In-Place Density **(A)**	Tex-207-F	As designated by the Engineer **(D)**	Each 2,500 CY (3,000 tons) **(E)**	Not required for ordinary compaction or when air void requirements are waived.
	Moisture Susceptibility	Tex-530-C	As designated by the Engineer	1 per project, per design	This test may be waived, when shown on the plans.
	Thickness **(A)**	Tex-140-E	As designated by the Engineer	Each 3,000 CY **(E)**	May be waived for level-up courses over existing pavement surfaces

TABLE IA – FOOTNOTES

A - When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the SiteManager Remarks field.

B - Engineer will select any of these locations or any combinations thereof with the provision that at least one out of ten consecutive samples will be taken at the project site (from the windrow for treated and untreated bases and embankments when possible).

C - Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.

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

- Soils/flexible base: Vary sampling between stockpiling operations, completed stockpile, windrow, and project site. Vary the time of day sampling is performed.
- Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.

E - Each test performed that is based on a quantity of material is considered “or fraction thereof” for calculating number of tests.

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

TABLE II – SURFACE TREATMENTS

			PROJECT TESTS		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION OR TIME OF SAMPLING (C)**	**FREQUENCY OF SAMPLING (D)**	**REMARKS**
AGGREGATE	Gradation **(A)**	Tex-200-F, Part I	At source or at point of delivery	One each 1,000 CY **(D)**	Rate may be reduced to one each 2,000 CY if the Engineer approves a contractor quality control plan.
	L. A. Abrasion **(A)**	Tex-410-A	Stockpile	1 per 20,000 CY **(D)**	Sampling and testing are not required when the published value of the source, as listed in the current Material Producer list for BRSQC, meets the project specifications. **(B)**
	Magnesium Soundness **(A)**	Tex-411-A	Stockpile	1 per 20,000 CY **(D)**	Sampling and testing are not required when the published value of the source, as listed in the current Material Producer list for BRSQC, meets the project specifications. **(B)**
	Surface Aggregate Classification **(A)**	Tex-612-J Tex-411-A	Stockpile	1 per 20,000 CY **(D)**	Sampling and testing are not required when the published value of the source, as listed in the current Material Producer list for BRSQC, meets the project specifications. **(B)**
	Pressure Slake **(A)**	Tex-431-A	Stockpile	1 per 20,000 CY **(D)**	Same as above. Required only for lightweight aggregate.
	Freeze Thaw **(A)**	Tex-432-A	Stockpile	1 per 20,000 CY **(D)**	Same as above. Required only for lightweight aggregate.
	Unit Weight	Tex-404-A	Stockpile	1 per 20,000 CY **(D)**	Same as above. Required only for lightweight aggregate.
	24 hr Water Absorption **(A)**	Tex-433-A	Stockpile	1 per 20,000 CY **(D)**	Same as above. Required only for lightweight aggregate.
	Coarse Aggregate Angularity	Tex-460-A	Stockpile	1 per 20,000 CY **(D)**	Only required for crushed gravel.
	Deleterious Material **(A)**	Tex-217-F Part II	Stockpile	1 per 10,000 CY **(D)**	
	Decantation **(A)**	Tex-406-A	Stockpile	1 per 10,000 CY **(D)**	
	Flakiness Index	Tex-224-F	Stockpile	Frequency as directed by the Engineer.	
	Micro Deval	Tex-461-A	Stockpile	1 per project	Test not used for acceptance. Compare result to published value listed in the current Material Producer List for BRSQC. Submit sample to CSTM&P for Soundness and LA Abrasion testing when results differ by more than 3% points.
	White Rock Count	Tex-220-F	Stockpile		Required only for Limestone Rock Asphalt. Not required when CSTM&P provides inspection at the plant.
	Naturally Impregnated Bitumen Content	Tex-236-F	Stockpile		Required only for Limestone Rock Asphalt. Not required when CSTM&P provides inspection at the plant.

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

TABLE II – SURFACE TREATMENTS

			PROJECT TESTS		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION OR TIME OF SAMPLING (C)**	**FREQUENCY OF SAMPLING (D)**	**REMARKS**
PRECOATED AGGREGATE	Asphalt Content	Tex-236-F	Stockpile	Frequency as directed by the Engineer when a target value is specified.	
ASPHALT	Compliance with Item 300		Sampled, tested and preapproved by CSTM&P. Take project samples when designated by the Engineer from the distributor or transport.	1 per project, per grade, per source	Binder should arrive on the project pre-approved. If not pre-approved, sample binder before use.

TABLE II – FOOTNOTES

A - When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the SiteManager Remarks field.

B - Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.

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

- Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.

D - Each test performed that is based on a quantity of material is considered “or fraction thereof” for calculating number of tests.

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

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

				PROJECT TESTS		
MATERIAL OR PRODUCT		**TEST FOR**	**TEST NUMBER**	**LOCATION OR TIME OF SAMPLING (D)**	**FREQUENCY OF SAMPLING (E)**	**REMARKS**
MINERAL AGGREGATE	COARSE AGGREGATE	Decantation **(B)**	Tex-406-A	From stockpile at concrete plant	Each 20,000 CY of concrete (each source) **(E)**	
		Sieve Analysis **(A) (B)**	Tex-401-A		Each 1,000 CY of concrete (each source) **(E)**	Test combined aggregate when used. At the beginning of the project, one test will be made for each 500 CY of concrete until three consecutive passing tests are obtained. The first test must be performed at the beginning of project production. Then frequency of testing can be reduced to one test per 1,000 CY of concrete.
		Deleterious Materials **(B)**	Tex-413-A		1 per project or as necessary for control	
		Los Angeles Abrasion **(A) (B)**	Tex-410-A		Two, each source	Sampling and testing are not required when the published value of the source, as listed in the current Material Producer list for CRSQC, meets the project specifications. **(C)**
		5-cycle Magnesium Sulfate Soundness **(A) (B)**	Tex-411-A		Two, each source	Sampling and testing are not required when the published value of the source, as listed in the current Material Producer list for CRSQC, meets the project specifications. **(C)**
	FINE AGGREGATE	Sand Equivalent **(B)**	Tex-203-F	From stockpile at concrete plant	1 per project or as necessary for control	Test combined aggregate when used.
		Organic Impurities **(B)**	Tex-408-A		1 per project, per source	
		Sieve Analysis **(A) (B)**	Tex-401-A		Each 1,000 CY of concrete (each source) **(E)**	At the beginning of the project, one test will be made for each 500 CY of concrete until three consecutive passing tests are obtained. The first test must be performed at the beginning of project production. Then frequency of testing can be reduced to one test per 1,000 CY of concrete.
		Fineness Modulus **(B)**	Tex-402-A		1 per project or as necessary for control	For Fineness Modulus, test combined aggregate when used. Test to confirm material variability when strength values are in question.
		Deleterious Material **(B)**	Tex-413-A		1 per project or as necessary for control	Test to confirm material variability when strength values are in question.
		Acid Insoluble Residue **(A) (B)**	Tex-612-J		Two, each source	Only for concrete subject to direct traffic. Sampling and testing are not required when the published value of the source, as listed in the current Material Producer list for CRSQC, meets the project specifications. **(C)**
	MINERAL FILLER	Sieve Analysis **(A)**	Tex-401-A	From stockpile or silo at concrete plant	Two, each source	
SILICA FUME		Compliance with DMS-4630 **(A)**		Railroad car, truck, bags or silos	Each 1,000 bbls. (For each type and brand) **(E)**	

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TABLE III – HYDRAULIC CEMENT CONCRETE – STRUCTURAL (Classes: C, F, H, S, DC, CO, K, LMC, or SS)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (E)	REMARKS
METAKAOLIN	Compliance with DMS-4635 **(A)**		Railroad car, truck or silos	Each 1,000 bbls. (For each type and brand) **(E)**	
MIX DESIGN	Compliance with Standard Specification Item 421.4.A		At source (if not approved)	Min. 1 design per class, per source	Verify if cement, fly ash, ground granulated blast furnace slag, and admixture sources are listed in the Material Producer List. If not, sample and submit to CSTM&P for testing. Water testing is contracted by the concrete supplier (commercial lab report to be reviewed by TxDOT).
JOINT MATERIAL	Compliance with DMS-6300		Sampled at jobsite if not sampled at source by CSTM&P; tested by CSTM&P. See remarks.	1 per batch or shipment	Sampling may be waived when the source is listed in the Material Producer List for Joint Sealers. **(C)**
CURING COMPOUND	Compliance with DMS-4650		Sampled at jobsite if not sampled at source by CSTM&P; tested by CSTM&P. See remarks.	1 per batch or shipment	Sampling may be waived when the source is listed in the Material Producer List for Concrete Curing Compounds. **(C)**
	% Solids	ASTM D 2369	Sampled at jobsite	1 per project	Sample from spray nozzle or from storage container. Ensure container has been agitated and mixed prior to sampling.
EVAPORATION RETARDANTS	Compliance with DMS-4650		Sampled at jobsite if not sampled at source by CSTM&P; tested by CSTM&P. See remarks.	1 per batch or shipment	Sampling may be waived when the source is listed in the Material Producer list for Evaporation Retardants. **(C)**
REINFORCING STEEL	Compliance with the Std. Specifications & Spec. Provisions	As Specified	Sampled at jobsite if not sampled at source by CSTM&P; tested by CSTM&P. See remarks.		Only materials from CSTM&P approved sources listed in the Material Producer List for Reinforcing Steel Mills and Seven Wire Steel Strand will be accepted. **(C)**
MECHANICAL COUPLERS	Compliance with DMS-4510	Tex-743-I	Sampled at jobsite; Tested by CSTM&P	3 couplers per lot (500 couplers) for each type, model, bar size and grade	Only materials from CSTM&P approved sources listed in the Material Producer List for Mechanical Couplers will be accepted. **(C)**
LATEX	Compliance with DMS-4640 for concrete chemical admixtures		Sampled at jobsite.	Min. of 1 test per project	
WATERSTOP	Compliance with DMS-6160, unless otherwise shown on plans				This material is approved at the job site by the Engineer on a basis of certification. No testing is required.
EPOXY	Compliance with DMS-6100, unless otherwise specified		Sampled at jobsite if not pre-approved by CSTM&P.	1 per batch or shipment	Sampling may be waived when the source is listed in the Material Producer List for Epoxies and Adhesives. **(C)**

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

			PROJECT TESTS		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION OR TIME OF SAMPLING (D)**	**FREQUENCY OF SAMPLING (E)**	**REMARKS**
CONCRETE	Compressive Strength **(A)**	Tex-418-A	At point of concrete placement	4 cylinders for each 60 CY per class, per day (For bridge railing and traffic railing, testing may be reduced to 4 cylinders per 180 CY per class regardless of days) **(E)**	Sampling must be in accordance with Tex-407-A. Two cylinders shall be tested at 7 days and if the average value is below the target value as defined in 421.4.B, the remaining 2 cylinders shall be tested at 28 days. If the average value of the 2 cylinders tested at 7 days meets or exceeds the target value, but is below the minimum design strength listed in Item 421 Table 5, every third sampling frequency shall be tested at 28 days. If the average value of the 2 cylinders tested at 7 days meets the minimum design strength listed in Item 421 Table 5, the two remaining cylinders are not required to be tested. However, testing and recording the 28 day strengths would be helpful when adjusting the required strength overdesign.
	Slump	Tex-415-A		1 test per 4 strength specimens	Sampling must be in accordance with Tex-407-A. For Class S, F and H ready mix concrete for bridge slab only, air, slump, and temperature must be checked as necessary to obtain a desired consistency with a minimum of the first three loads being tested. Thereafter, test each third load for both slump and air content. Perform slump and air content tests on the same load from which strength test specimens are made. Check temperature of every load for bridge slabs and mass concrete placements. When air-entrainment requirements have been waived by the plans but the concrete mix still includes an air-entrainment agent, continue to test for air at the listed frequency.
	Entrained Air **(A)**	Tex-416-A or Tex-414-A			
	Temperature of Concrete **(A)**	Tex-422-A			
	Slab Thickness and Depth of Reinforcement	Tex-423-A Part II	During dry run and during concrete placement (Bridge decks and direct traffic culverts)	1 per span	Min. 6 – Max. 18 per span, as per test method. Record locations and dimensions and place in project records.

TABLE III – FOOTNOTES

A - When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the SiteManager Remarks field.

B - These Project Tests may be used for one or more projects being furnished concrete from the same plant during the same period.

C - Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.

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

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

E - Each test performed that is based on a quantity of material is considered “or fraction thereof” for calculating number of tests.

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

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

			PROJECT TESTS		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION OR TIME OF SAMPLING (C)**	**FREQUENCY OF SAMPLING (D)**	**REMARKS**
CONCRETE	Compressive Strength **(A)**	Tex-418-A	At point of concrete placement	2 cylinders per 180 CY, per class **(D)**	Sampling must be in accordance with Tex-407-A. Strength will be determined by 7-day specimens.
	Entrained Air **(A)**	Tex-416-A or Tex-414-A		1 test per 2 strength specimens	When required by specifications or plans. Sampling must be in accordance with Tex-407-A.
MIX DESIGN	Compliance with the Standard Specification		At source if not approved.	Min. 1 design per class, per source	Verify if cement, fly ash, ground granulated blast furnace slag, and admixture sources are listed in the Material Producer List. If not, sample and submit to CSTM&P for testing. Water testing is contracted by the concrete supplier (commercial lab report to be reviewed by TxDOT).
SILICA FUME	Compliance with DMS-4630		Railroad car, truck, bags or silos	1 test per project, per class (for each type and brand)	
METAKAOLIN	Compliance with DMS-4635		Railroad car, truck or silos	1 test per project, per class (for each type and brand)	

TABLE IV – FOOTNOTES

A - When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the SiteManager Remarks field.

B - Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.

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

- Concrete (miscellaneous): Always sample as near as practicable to the point of placement. For strength testing, vary the time of day or the number of truck from which the concrete is sampled.

D - Each test performed that is based on a quantity of material is considered “or fraction thereof” for calculating number of tests.

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

TABLE V – HYDRAULIC CEMENT CONCRETE PAVEMENT (Classes: P, DC, CO, LMC, K, or HES)						
				PROJECT TESTS		
MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING	FREQUENCY OF SAMPLING (D)	REMARKS
MINERAL AGGREGATE	COARSE AGGREGATE	Decantation	Tex-406-A	From stockpile at concrete plant	Each 20,000 CY of concrete (each source) **(D)**	
		Sieve Analysis **(A)**	Tex-401-A		As necessary for control	Test combined aggregate when used.
		Deleterious Materials	Tex-413-A		Each 20,000 CY of concrete (each source) **(D)**	
		L.A Abrasion **(A)**	Tex-410-A		Two, each source	Sampling and testing are not required when the published value of the source, as listed in the current Material Producer list for CRSQC, meets the project specifications. **(C)**
		5-Cycle Magnesium Sulfate Soundness **(A)**	Tex-411-A			
	FINE AGGREGATE	Sand Equivalent	Tex-203-F	From stockpile at concrete plant	Each 3,000 CY of concrete (Each source or combination of sources) **(D)**	Test combined aggregate when used. No less than one per week's production
		Organic Impurities	Tex-408-A		1 per project, per source	
		Sieve Analysis **(A)**	Tex-401-A		As necessary for control	Test combined aggregate when used.
		Fineness Modulus **(B)**	Tex-402-A			
		Deleterious Material **(B)**	Tex-413-A		Each 20,000 CY of concrete (each source) **(D)**	
		Acid Insoluble **(A)**	Tex-612-J		1 per project, per source	Sampling and testing are not required when the published value of the source, as listed in the current Material Producer list for CRSQC, meets the project specifications. **(C)**
	MINERAL FILLER	Sieve Analysis	Tex-401-A	From storage at concrete plant	3,000 CY of concrete **(D)**	At the beginning of the project one test will be made for each 1,500 CY of concrete until three consecutive passing tests are obtained. Then frequency of testing can be reduced to each 3,000 CY of concrete. **(D)**
MIX DESIGN		Compliance with the Standard Specifications Item 421.4.A		At source, if not approved	Min. 1 design, per class, per source	Verify if cement, fly ash, ground granulated blast furnace slag, and admixture sources are listed in the Material Producer List. If not, sample and submit to CSTM&P for testing. Water testing is contracted by the concrete supplier (commercial lab report to be reviewed by TxDOT).

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

TABLE V – HYDRAULIC CEMENT CONCRETE PAVEMENT (Classes: P, DC, CO, LMC, K, or HES)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION OR TIME OF SAMPLING**	**FREQUENCY OF SAMPLING (D)**	**REMARKS**
SILICA FUME	Compliance with DMS-4630		Railroad car, truck, bags or silos	Each 1,000 bbls. (For each type and brand) **(D)**	
METAKAOLIN	Compliance with DMS-4635		Railroad car, truck or silos	Each 1,000 bbls. (For each type and brand) **(D)**	
JOINT MATERIAL	Compliance with DMS-6310		Sampled at jobsite if not sampled at source by CSTM&P; tested by CSTM&P. See remarks.	1 per batch or shipment	Sampling may be waived when the source is listed in the Material Producer List for Joint Sealers. **(C)**
CURING COMPOUND	Compliance with DMS-4650		Sampled at jobsite if not sampled at source by CSTM&P; tested by CSTM&P. See remarks.	1 per batch or shipment	Sampling may be waived when the source is listed in the Material Producer List for Concrete Curing Compounds. **(C)**
	% Solids	ASTM D 2369	At point of concrete placement – spray nozzle	2 per project	Sample from spray nozzle or from storage container. Ensure container has been agitated and mixed prior to sampling.
EVAPORATION RETARDANTS	Compliance with DMS-4650		Sampled at jobsite if not sampled at source by CSTM&P; tested by CSTM&P. See remarks.	1 per batch or shipment	Sampling may be waived when the source is listed in the Material Producer list for Evaporation Retardants. **(C)**
REINFORCING STEEL	Compliance with the Std. Specifications & Spec. Provisions	As Specified	Sampled at jobsite if not sampled at source by CSTM&P; tested by CSTM&P. See remarks.		Only materials from CSTM&P approved sources listed in the Material Producer List for Reinforcing Steel Mills and Seven Wire Steel Strand will be accepted. **(C)**
MULTIPLE PIECE TIE BARS				Refer to Tex-711-I for sampling rates if not CSTM&P approved.	Sampling may be waived when the source is listed in the Material Producer List for Multiple Piece Tie Bar Producers. **(C)**
EPOXY	Compliance with DMS-6100		Sampled at jobsite if not pre-approved by CSTM&P. See remarks.	One batch per shipment	Sampling may be waived when the source is listed in the Material Producer List for Epoxies and Adhesives. **(C)**

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

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

			PROJECT TESTS		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION OR TIME OF SAMPLING**	**FREQUENCY OF SAMPLING (D)**	**REMARKS**
CONCRETE	Strength **(A) (B)**	Tex-448-A or Tex-418-A	At point of concrete placement	2 cylinders for every 10 contractor job control tests	Sampling shall be in accordance with Tex-407-A. When the contract requires the project testing to be by the Engineer, the frequency and job control testing will be in accordance with the item of work. Split sample verification testing used when contractor performs job control testing. When job control testing by the contractor is waived by the plans, the frequency of sampling shall be one test (2 specimens) for each 3,000 SY of concrete or fraction thereof or per day and split sample verification testing shall be waived.
	Slump	Tex-415-A	At time and location strength specimens are made	1 test for every 10 contractor job control tests	Slump is not required for slip-formed pavement. Sampling shall be in accordance with Tex-407-A. When the contract requires the project testing to be by the Engineer, the frequency and job control testing will be in accordance with the item of work. Split sample verification testing used when contractor performs job control testing. When air-entrainment requirements have been waived by the plans but the concrete mix still includes an air-entrainment agent, continue to test for air at the listed frequency.
	Entrained Air **(A)**	Tex-416-A or Tex-414-A			
	Temperature	Tex-422-A		1 test for every 10 contractor job control tests	
	Thickness	Tex-423-A	Center of each lane	Every 500 feet **(D)**	Methods other than Tex-423-A may be shown on the plans.

TABLE V – FOOTNOTES

A - When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the SiteManager Remarks field.

B - When a project test does not meet the specified strength requirements and a reduced pay factor is assigned, the analysis shall be documented on the Letter of Certification of Materials Used.

C - Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.

D - Each test performed that is based on a quantity of material is considered “or fraction thereof” for calculating number of tests.

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

TABLE VI – ASPHALT CONCRETE PAVEMENT (Items 341, 342, 344, and 346)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION (Per Design)**	**FREQUENCY OF SAMPLING**	**REMARKS**
COARSE AGGREGATE	L. A. Abrasion **(A)**	Tex-410-A	Stockpile **(B)**	1 per project, per source	Sampling and testing are not required when the published value of the source, as listed in the current Material Producer list for BRSQC, meets the project specifications. **(C)**
	Magnesium Sulfate Soundness **(A)**	Tex-411-A			
	Micro Deval	Tex 461-A		Approximately 1 per every 12 Sublots	Testing frequency may be reduced or eliminated based on a satisfactory test history.
	Gradation	Tex-200-F		As directed by the Engineer	Gradation used to determine that no more than 20% passes a #8 sieve. The Engineer may perform tests on independent or split samples to verify Contractor test results.
	Deleterious Material & Decant	Tex-217-F			
	Flat and Elongated Particles	Tex-280-F		1 per project, per source	The timing of when the test is performed is at the discretion of the Engineer.
	Coarse Aggregate Angularity	Tex-460-A Part I			
RAP	Decant	Tex-217-F Part II	Stockpile **(B)**	As directed by the Engineer	RAP not allowed in Item 342. Plasticity Index only required when the Decant exceeds 5%.
	Plasticity Index	Tex-106-E			
FINE AGGREGATE	Bar Linear Shrinkage	Tex-107-E	Stockpile **(B)**	As directed by the Engineer	Does not apply to Item 342. The Engineer may perform tests on independent or split samples to verify Contractor test results. Gradation used to determine if the material meets gradation requirements of fine aggregates.
	Organic Impurities	Tex-408-A			
	Gradation	Tex-200-F			
MINERAL FILLER	Bar Linear Shrinkage	Tex-107-E	Bin or Silo	As directed by the Engineer	The Engineer may perform tests on independent or split samples to verify Contractor test results.
	Gradation	Tex-200-F			
COMBINED AGGREGATE	Sand Equivalent	Tex-203-F	Stockpiles, hot bins or feeder belts	1 per project, per source, per design	Does not apply to Item 342. The timing of when the test is performed is at the discretion of the Engineer.

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

TABLE VI – ASPHALT CONCRETE PAVEMENT (Items 341, 342, 344, and 346)

			PROJECT TESTS		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION (Per Design)**	**FREQUENCY OF SAMPLING**	**REMARKS**
ASPHALT BINDER	Compliance with Item 300 Binder & Tack Coat **(A)**		Sampled, tested and pre-approved by CSTM&P. Project test sampled at the Plant for Binder & Road for Tack Coat	1 each for binder and tack coat per project, per grade, per source	Test a minimum of one sample taken from the project. Sample tack coat at the distributor on the roadway. Sample binder at hot mix plant. Binder should arrive on the project pre-approved. If not pre-approved, sample binder before use.

			PROJECT TESTS		PROJECT INDEPENDENT ASSURANCE TESTS		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION**	**FREQUENCY (Per Design)**	**LOCATION**	**FREQUENCY**	**REMARKS**
COMPLETE MIXTURE	Asphalt Content (%) **(A)**	Tex-236-F	Engineer Truck Sample **(D)**	Minimum 1 per Lot			Determine correlation factors for ignition oven use at a minimum of one per project.
	Voids in Mineral Aggregates (VMA)	Tex-207-F	Truck Sample Plant Produced **(D)**	1 per Sublot	Truck	1 per 10 Lots only if compactor is shared by Contractor and State	Does not apply to Item 342.
	Gradation **(A)**	Tex-236-F	Engineer Truck Sample **(D)**	Minimum 1 per 12 Sublots **(E)**			Determine correlation factors for ignition oven use at a minimum of one per project.
	Boil Test	Tex-530-C	Truck Sample	1 per project			Unless waived by the Engineer.
	Indirect Tensile – Dry	Tex-226-F					Unless waived by the Engineer. Does not apply to Item 342.
	Moisture Content	Tex-212-F Part II	Engineer Truck Sample				
	Lab Molded Density **(A)**	Tex-207-F	Truck Sample **(D)**	1 per Sublot 1 per Lot for Item 342	Truck	1 per 10 Lots only if compactor is shared by Contractor and State	
	Drain Down Test **(A)**	Tex-235-F	Engineer Truck Sample	1 per project 1 per Lot for Item 342			Not required for Item 341 and Item 344.
	Hamburg Wheel Tracker **(A)**	Tex-242-F	Engineer Truck Sample	1 per project			Sample during production. Does not apply to Item 342.

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

TABLE VI – ASPHALT CONCRETE PAVEMENT (Items 341, 342, 344, and 346)

			PROJECT TESTS		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION**	**FREQUENCY (Per Design)**	**REMARKS**
ROADWAY	In-Place Air Voids **(A)**	Tex-207-F	Roadway **(D)**	2 cores per Sublot	Two cores taken per Sublot and averaged. Does not apply to Item 342.
	Segregation Profile **(A)**	Tex-207-F Part V	Roadway	1 per project	Does not apply to Item 342.
	Joint Density **(A)**	Tex-207-F Part VII			
	Tack Coat Adhesion	Tex-243-F			
	Thermal Profile	Tex-244-F	Immediately behind paver		
	Ride Quality Type A Type B **(A)**	Tex-1001-S	Travel Lanes	As per Specification	
	Permeability	Tex-246-F Part I	Roadway	1 per project	Only applies to Item 342.
FABRIC UNDERSEAL	Compliance with DMS-6220		Sampled, tested, and approved by CSTM&P		Collect invoices and manufacturer's certification for material delivered and ensure the material is on the approved Material Producer List. Verify approved test stamp.

TABLE VI – FOOTNOTES

A - When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the SiteManager Remarks field. This letter is required only for Asphalt Content and/or Gradation when production of complete mixture is suspended as required by QC/QA specifications.

B - Sampling may be performed at the plant, quarry, or both. Aggregate properties may be re-tested at any time during the project. These project tests may be used for one or more projects furnishing hot mix with the same aggregate source.

C - Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.

D - Perform random sampling as specified in Tex-225-F, Random Selection of Bituminous Mixture Samples.

E - Each test performed that is based on a quantity of material is considered "or fraction thereof" for calculating number of tests.

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

TABLE VII – ASPHALT CONCRETE PAVEMENT (Items 334)
(Refer to DMS-9210, Limestone Rock Asphalt (LRA) for testing requirements for Item 330.)

			PROJECT TESTS		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION**	**FREQUENCY (Per Design) (F)**	**REMARKS**
COARSE AGGREGATE	L. A. Abrasion **(A)**	Tex-410-A	Stockpile **(B)**	1 per project, per source	Sampling and testing are not required when the published value of the source, as listed in the current Material Producer list for BRSQC, meets the project specifications. **(D)**
	Magnesium Sulfate Soundness **(A)**	Tex-411-A			
	Gradation	Tex-200-F			To determine that no more than 20% passes a #8 sieve. The timing of when the test is performed is at the discretion of the Engineer.
	Micro Deval	Tex-461-A			Testing frequency may be reduced or eliminated based on a satisfactory test history.
	Flat and Elongated Particles	Tex-280-F			The timing of when the test is performed is at the discretion of the Engineer.
	Coarse Aggregate Angularity	Tex-460-A Part I			Only applies to gravel. Unless otherwise shown on plans. The timing of when the test is performed is at the discretion of the Engineer.
	Deleterious Material and Decant	Tex-217-F			The timing of when the test is performed is at the discretion of the Engineer.
FINE AGGREGATE	Bar Linear Shrinkage	Tex-107-E	Stockpile **(B)**	1 per project, per source	The timing of when the test is performed is at the discretion of the Engineer.
	Organic Impurities	Tex-408-A			
	Gradation	Tex-200-F			Not required for Item 330. Used to determine if the material meets gradation requirements of fine aggregates.
MINERAL FILLER	Bar Linear Shrinkage	Tex-107-E	Bin or Silo	1 per project, per source	The timing of when the test is performed is at the discretion of the Engineer.
	Gradation	Tex-200-F			
COMBINED AGGREGATE	Sand Equivalent	Tex-203-F	Stockpiles, hot bins or feeder belts	1 per project, per source	
ASPHALT BINDER	Compliance with Item 300 Binder & Tack Coat **(A) (C)**		Sampled, tested and pre-approved by CSTM&P. Project test sampled at the Plant for Binder & Road for Tack Coat	1 each for binder and tack coat per project, per grade, per source	Test a minimum of one sample from production. Sample tack coat at the distributor on the roadway. Sample binder at hot mix plant. Binder should arrive on the project pre-approved. If not pre-approved, sample binder before use.

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

TABLE VII – ASPHALT CONCRETE PAVEMENT (Items 334)
(Refer to DMS-9210, Limestone Rock Asphalt (LRA) for testing requirements for Item 330.)

			PROJECT TESTS		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION**	**FREQUENCY (Per Design) (F)**	**REMARKS**
COMPLETE MIXTURE	Asphalt Content (%) **(A)**	Tex-236-F	Engineer Truck Sample **(E)**	Minimum of 1 per 5,000 tons **(F)**	Determine correlation factors for ignition oven use at a minimum of one per project.
	Voids in Mineral Aggregates (VMA)	Tex-207-F	Truck Sample Plant Produced **(E)**	1 per 5,000 tons **(F)**	
	Gradation **(A)**	Tex-236-F	Truck Sample	Minimum 1 per 5,000 tons **(F)**	Determine correlation factors for ignition oven use at a minimum of one per project.
	Boil Test	Tex-530-C		1 per project	The timing of when the test is performed is at the discretion of the Engineer.
	Moisture Content	Tex-212-F Part II	Truck Sample	1 per 5,000 tons **(F)**	Performed by CSTM&P at the point of production for payment calculations.
	Hydrocarbon-Volatile Content	Tex-213-F		1 per 5,000 tons **(F)**	The timing of when the test is performed is at the discretion of the Engineer.
	Lab Molded Density **(A)**	Tex-207-F		1 per 5,000 tons **(F)**	
	Hveem Stability **(A)**	Tex-208-F		1 per 5,000 tons **(F)**	The timing of when the test is performed is at the discretion of the Engineer.
ROADWAY	Tack Coat Adhesion	Tex-243-F	Roadway	1 per project	The timing of when the test is performed is at the discretion of the Engineer.
	Ride Quality Type A Type B **(A)**	Tex-1001-S	Travel Lanes	As per Specification	Engineer may verify Contractor's results.

TABLE VII – FOOTNOTES

A - When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the SiteManager Remarks field.

B - Sampling may be performed at the plant, quarry, or both. Aggregate properties may be re-tested at any time during the project.

C - Or as called for in the Specifications.

D - Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.

E - Perform random sampling as specified in Tex-225-F, Random Selection of Bituminous Mixture Samples.

F - Each test performed that is based on a quantity of material is considered "or fraction thereof" for calculating number of tests.

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

TABLE VIII – ASPHALT CONCRETE PAVEMENT (Item 340)

			PROJECT TESTS		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION**	**FREQUENCY (E)**	**REMARKS**
COARSE AGGREGATE	L. A. Abrasion **(A)**	Tex-410-A	Stockpile **(B)**	1 per project, per source	Sampling and testing are not required when the published value of the source, as listed in the current Material Producer list for BRSQC, meets the project specifications. **(C)**
	Magnesium Sulfate Soundness **(A)**	Tex-411-A			
	Micro Deval	Tex 461-A		Approximately one every 5,000 tons of production **(E)**	Testing frequency may be reduced or eliminated based on a satisfactory test history.
	Gradation	Tex-200-F		As directed by the Engineer	Gradation to determine that no more than 20% passes a #8 sieve. The Engineer may perform tests on independent or split samples to verify Contractor test results.
	Deleterious Material & Decant	Tex-217-F			
	Flat and Elongated Particles	Tex 280-F		1 per project, per source	The timing of when the test is performed is at the discretion of the Engineer.
	Coarse Aggregate Angularity	Tex-460-A Part I			
RAP	Decant	Tex-217-F	Stockpile **(B)**	As directed by the Engineer	The Engineer may perform tests on independent or split samples to verify Contractor test results. Plasticity Index only required when the Decant exceeds 5%.
	Plasticity Index	Tex 106-E			
FINE AGGREGATE	Bar Linear Shrinkage	Tex-107-E	Stockpile **(B)**	As directed by the Engineer	The Engineer may perform tests on independent or split samples to verify Contractor test results. Gradation used to determine if the material meets gradation requirements of fine aggregates.
	Organic Impurities	Tex-408-A			
	Gradation	Tex-200-F			
MINERAL FILLER	Bar Linear Shrinkage	Tex-107-E	Bin or Silo	As directed by the Engineer	The Engineer may perform tests on independent or split samples to verify Contractor test results.
	Gradation	Tex-200-F			
COMBINED AGGREGATE	Sand Equivalent	Tex-203-F	Stockpiles, hot bins or feeder belts	1 per project, per source	The timing of when the test is performed is at the discretion of the Engineer.
ASPHALT BINDER	Compliance with Item 300 Binder & Tack Coat **(A)**		Sampled, tested and pre-approved by CSTM&P. Plant for Binder & Road for Tack Coat	1 each for binder and tack coat per project, per grade, per source	Test a minimum of 1 sample taken from the project. Sample tack coat at the distributor on the roadway. Sample binder at hot mix asphalt. Binder should arrive on the project pre-approved. If not pre-approved, sample binder before use.

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

TABLE VIII – ASPHALT CONCRETE PAVEMENT (Item 340)

			PROJECT TESTS		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION**	**FREQUENCY (E)**	**REMARKS**
COMPLETE MIXTURE	Asphalt Content (%)	Tex-236-F	Truck Sample **(D)**	Minimum of 1 per day	Determine correlation factors for ignition oven use at a minimum of one per project.
	Voids in Mineral Aggregates (VMA)	Tex-207-F	Truck Sample Plant Produced **(D)**	1 per day	
	Gradation **(A)**	Tex-236-F	Truck Sample	Minimum 1 per day	Determine correlation factors for ignition oven use at a minimum of one per project.
	Boil Test	Tex-530-C		1 per project	Unless waived by the Engineer.
	Indirect Tensile – Dry	Tex-226-F		1 per project, per design	Unless waived by the Engineer.
	Lab Molded Density **(A)**	Tex-207-F	Truck Sample	1 per day	
	Hamburg Wheel Tracker **(A)**	Tex-242-F		1 per project	Sample during production.
ROADWAY	Tack Coat Adhesion	Tex-243-F	Roadway	1 per project	The timing of when the test is performed is at the discretion of the Engineer.
	Air Voids **(A)**	Tex-207-F	Selected by the Engineer **(D)**	1 per day (2 Cores)	
	Ride Quality Type A Type B **(A)**	Tex 1001-S	Travel Lanes	As per Specification	Engineer may verify Contractor's results.
FABRIC UNDERSEAL	Compliance with DMS-6220		Sampled, tested, and approved by CSTM&P		Collect invoices and manufacturer's certification for material delivered and ensure the material is on the approved Material Producer List. Verify approved test stamp.

TABLE VIII – FOOTNOTES

A - When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the SiteManager Remarks field. This letter is required only for Asphalt Content and/or Gradation when production of complete mixture is suspended as required by QC/QA specifications.

B - Sampling may be performed at the plant, quarry, or both. Aggregate properties may be re-tested at any time during the project. These project tests may be used for one or more projects furnishing hot mix with the same aggregate source.

C - Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.

D - Perform random sampling as specified in Tex-225-F, Random Selection of Bituminous Mixture Samples.

E - Each test performed that is based on a quantity of material is considered "or fraction thereof" for calculating number of tests.

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

TABLE IX – MICROSURFACING (Item 350)

			PROJECT TESTS		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION OF SAMPLING (B)**	**FREQUENCY (Per Design)**	**REMARKS**
AGGREGATE	5-Cycle Magnesium Sulfate Soundness **(A)**	Tex-411-A	Stockpile **(B)**	1 per project, per source	Sampling and testing are not required when the published value of the source, as listed in the current Material Producer list for BRSQC meets the project specifications. **(C)**
	Gradation	Tex-200-F Part II			
COMBINED BLEND	Sand Equivalent	Tex-203-F	Stockpile **(B)**	1 per project, per source	
ASPHALT BINDER	Compliance with Item 300 Binder & Tack Coat **(A)**		Sampled, tested, and pre-approved by CSTM&P. Project test sampled at the Plant for Binder & Road for Tack Coat	1 each for binder and tack coat per project, per grade, per source	Test a minimum of one sample during production. Sample tack coat at the distributor on the roadway. Sample binder at microsurfacing machine. Binder should arrive on the project pre-approved. If not pre-approved, sample binder before use.
CEMENT	Compliance with DMS-4600		Railroad car, truck or cement bins	Each 2,000 bbls. For each type and brand **(D)**	Sampling and testing may be waived when the material is listed in the Approved Producer List for Cement.
HYDRATED LIME	Compliance with DMS-6350		During delivery to project	1 per project, per source	All Lime sources must be on TxDOT's Lime Quality Monitoring Program as described in DMS-6330.
COMPLETE MIX	Asphalt Content	Tex-236-F	During production	1 per day	
	Gradation	Tex-200-F Part II Tex-236-F			Determine correlation factors for ignition oven use at a minimum of one per project.

TABLE IX – FOOTNOTES

A - When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the SiteManager Remarks field. This letter is required only for Asphalt Content and/or Gradation when production of complete mixture is suspended as required by QC/QA specifications.

B - Sampling may be performed at the plant, quarry, or both. Aggregate properties may be re-tested at any time during the project. These project tests may be used for one or more projects furnishing hot mix with the same aggregate source.

C - Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.

D - Each test performed that is based on a quantity of material is considered “or fraction thereof” for calculating number of tests.

APPENDIX C

AASHTO ACCREDITED LABORATORIES

AASHTO Accredited CMT Laboratories in Texas

* Directory of accredited laboratories and scope of testing is maintained on the AASHTO Materials Reference Laboratory website at: http://www.amrl.net. Laboratory must be accredited for each specific test performed.