

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

NOTICE OF AND AGENDA FOR A SPECIAL MEETING

TO BE HELD BY THE BOARD OF DIRECTORS

DATE: TUESDAY, OCTOBER 19, 2021
TIME: 5:30 PM
PLACE: HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
TELECONFERENCE MEETING

PRESIDING: S. DAVID DEANDA, JR, CHAIRMAN

MEMBERS OF THE PUBLIC ARE WELCOMED TO PARTICIPATE REMOTELY BY TELEPHONE

DIAL-IN NUMBER: +1 956-413-7950
CONFERENCE ID: 808 420 266#
WEBLINK: [Click here to join the meeting](#)

An electronic copy of the agenda packet can be obtained at www.hcrma.net

PLEDGE OF ALLEGIANCE

INVOCATION

CALL TO ORDER AND ESTABLISHMENT OF A QUORUM FOR SPECIAL MEETING

PUBLIC COMMENT

1. REGULAR AGENDA

- A. Resolution 2021-46 – Award of Contract to Pulice Construction Inc. for construction of the 365 Tollway Project from US 281/Military Highway to FM 396 (Anzalduas Highway).

ADJOURNMENT OF SPECIAL MEETING

CERTIFICATION

I, the Undersigned Authority, do hereby certify that the attached agenda of the Hidalgo County Regional Mobility Authority Board of Directors is a true and correct copy and that I posted a true and correct copy of said notice on the Hidalgo County Regional Mobility Authority Web Page (www.hcrma.net) and the bulletin board in the Hidalgo County Court House (100 North Closner, Edinburg, Texas 78539), a place convenient and readily accessible to the general public at all times, and said Notice was posted on the 15th day of October 2021 at 5:00 pm and will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.

Maria E. Alaniz
Administrative Assistant

Note: If you require special accommodations under the Americans with Disabilities Act, please contact Maria E. Alaniz at 956-402-4762 at least 96 hours before the meeting.

PUBLIC COMMENT POLICY

Public Comment Policy: "At the beginning of each HCRMA meeting, the HCRMA will allow for an open public forum/comment period. This comment period shall not exceed one-half (1/2) hour in length and each speaker will be allowed a maximum of three (3) minutes to speak. Speakers addressing the Board through a translator will be allowed a maximum of six (6) minutes.

All individuals desiring to address the HCRMA must be signed up to do so, prior to the open comment period. For meetings being held by telephonic or videoconference, individuals may contact Maria. E. Alaniz at (956) 402-4762 before 5:00 pm day of the meeting.

The purpose of this comment period is to provide the public an opportunity to address issues or topics that are under the jurisdiction of the HCRMA. For issues or topics which are not otherwise part of the posted agenda for the meeting, HCRMA members may direct staff to investigate the issue or topic further. No action or discussion shall be taken on issues or topics which are not part of the posted agenda for the meeting. Members of the public may be recognized on posted agenda items deemed appropriate by the Chairman as these items are considered, and the same time limitations applies."

Note: Participation by Telephone/Video Conference Call – One or more member of the HCRMA Board of Directors may participate in this meeting through a telephone/video conference call, as authorized by Sec. 370.262, Texas Transportation Code.

Item 1A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 1A </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 10/15/21 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 10/19/21 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **RESOLUTION 2021-46 – AWARD OF CONTRACT TO PULICE CONSTRUCTION INC. FOR THE 365 TOLLWAY PROJECT FROM US 281/MILITARY HIGHWAY TO FM 396 (ANZALDUAS HIGHWAY).**
2. Nature of Request: (Brief Overview) Attachments: X Yes No
Consideration and approval of Award of Contract to Pulice Construction, Inc. for the 365 Tollway Project from US 281/Military Highway to FM 396 (Anzalduas Highway).
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted: Yes No X N/A
5. Staff Recommendation: **Motion to approve Resolution 2021-46 – Award of Contract to Pulice Construction, Inc. in the amount of \$295,932,420.25 for the 365 Tollway Project from US 281/Military Highway to FM 396 (Anzalduas Highway), as presented.**
6. Program Manager's Recommendation: Approved Disapproved X None
7. Planning Committee's Recommendation: Approved Disapproved X None
8. Board Attorney's Recommendation: Approved Disapproved X None
9. Chief Auditor's Recommendation: Approved Disapproved None
10. Chief Financial Officer's Recommendation: X Approved Disapproved None
11. Chief Development Engineer's Recommendation: Approved Disapproved X None
12. Chief Construction Engineer's Recommendation: Approved Disapproved X None
13. Executive Director's Recommendation: X Approved Disapproved None



Memorandum

To: S. David Deanda, Jr., Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: October 15, 2021

Re: **APPROVAL OF AWARD OF CONTRACT TO PULICE CONSTRUCTION, INC., FOR THE 365 TOLL PROJECT FROM US281/MILITARY HIGHWAY TO FM396 (ANZALDUAS HIGHWAY)**

Background

On October 13, 2021, the Authority opened sealed bids for construction of the 365 Tollway Project from US 281/Military Highway to FM 396 (Anzalduas Highway). The project consists of construction of a controlled access expressway type facility for a distance of approximately 12.2 miles. The bids are as follows:

<u>Estimate</u>	<u>\$259,495,007.09</u>	<u>% Over/Under</u>	<u>Contractor</u>
Bidder 1	\$295,932,420.25	14%	Pulice Construction, Inc.
Bidder 2	\$314,811,452.25	21%	Webber LLC
Bidder 3	\$340,409,415.64	31%	Anderson Columbia Co., Inc.

The Engineer's estimate for the project was \$259,495,007.09. The low bidder is \$36,437,413.16 over the Engineer's estimate.

Goal

The Authority has formally procured construction, however, the low bidder is over the Engineer's estimate. Staff recommends that the project be awarded to the lowest, responsive and responsible bidder subject to value engineering to determine if any savings as possibilities. Any reductions in cost would be brought back to the Board of Directors for consideration and approval prior to commencement of work.

Options

The Board of Directors may chose to not approve the award of contract, reject all bids and re-advertise the project.

Recommendation

Based on review by this office, it is recommended to award the construction contract to the lowest, responsive and responsible bidder **Pulice Construction, Inc.** in the amount of **\$295,932,420.25** for construction of the Project; as well as, identifying function oriented techniques to improve the value of the Project or any component thereof, including improvement to schedule, operating costs, constructibility, and risk mitigation. Nothing herein authorizes any changes to the Project resulting from such a process that alters any material assumption of the Project's environmental clearance, solely subject to a reduction of cost to bring the project back into budget.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION No. 2021-46

**APPROVAL OF AWARD OF CONTRACT TO PULICE
CONSTRUCTION, INC., FOR CONSTRUCTION OF THE 365
TOLL PROJECT FROM US281/MILITARY HIGHWAY TO FM396
(ANZALDUAS HIGHWAY)**

THIS RESOLUTION is adopted this 19th day of October, 2021 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

WHEREAS, the Hidalgo County Regional Mobility Authority (the “Authority”), acting through its Board of Directors (the “Board”), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the “Act”); and

WHEREAS, on November 17, 2005, the Texas Transportation Commission (the “Commission”) created the Authority pursuant to (i) the Act; (ii) Title 43, Texas Administrative Code; (iii) a petition of the Hidalgo County Commissioners Court (the “County”); and (iv) findings by the Commission that the creation of the Authority would result in certain direct benefits to the State of Texas (the “State”), local governments, and the traveling public and would improve the State’s transportation system; and

WHEREAS, the Act allows the Authority to construct transportation projects within the County, including the 365 Tollway Project (the “Project”); and

WHEREAS, the Texas Department of Transportation approved the Project’s final design, contract letting and award procedures, and form of construction contract; and

WHEREAS, on August 8, 2021, August 11, 2021, August 15, 2021, August 18, 2021, August 22, 2021, and August 25, 2021 the Authority published a solicitation for Bid #2021-001 for the 365 Tollway Project (Segments 1 and 2), Contract No. 0921-02-368 for the Project; and

WHEREAS, bids for the Project were submitted electronically via Civcast Bid System; the first bid was received at 2:27 p.m. on October 13, 2021, and the last bid was received at 2:51 pm on October 13, 2021; and

WHEREAS, at 3:05 p.m. on October 13, 2021, the Authority opened and read into the record three (3) formal sealed, electronic bids for the Project from: (i) Pulice Construction, Inc. , (ii) Webber, LLC., (iii) and Anderson Columbia Co., Inc., in amounts ranging from \$295,932,420.25 to \$340,409,415.64 for construction of the Project; and

WHEREAS, Pulice Construction, Inc. provided the lowest Project bid in the amount of \$295,932,420.25; and

WHEREAS, pursuant to the Act the Board finds that awarding the construction contract to Pulice Construction, Inc. in the amount of \$295,932,420.25 for construction of the Project is in the best interest of the Authority;

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

Section 2. The Board hereby approves the construction contract by and between Pulice Construction, Inc and the Authority for construction of the Project in the amount \$295,932,420.25 in substantially final form as attached hereto as Exhibit A.

Section 3. The Board hereby approves the contract subject to approval of the low bidder from the Texas Department of Transportation, as provided for in Section IV.8(b) of the Project's Project Development, Operation and Maintenance Agreement.

Section 4. The Board hereby approves the contract provided that no Notice to Proceed ("NTP") shall be issued prior to (i) the issuance of toll revenue bonds providing adequate financing for the Project, including the construction contract, and (ii) concurrence of the NTP by the Board.

Section 5. Subject to Sections 3 and 4 above, the Board hereby authorizes the Executive Director to execute the construction contract with Pulice Construction, Inc.; provided, Pulice Construction, Inc shall not initiate any work for the Project prior to NTP.

Section 6. Upon execution of the construction contract with Pulice Construction, Inc and concurrence by the Texas Department of Transportation, the Executive Director shall initiate a post-award value engineering process in compliance with state and federal laws and guidelines, and with the consent of Pulice Construction, Inc, to identify function oriented techniques to improve the value of the Project or any component thereof, including improvement to schedule, operating costs, constructability, and risk mitigation. Nothing herein authorizes any changes to the Project resulting from such a process that alters any material assumption of the Project's environmental clearance.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING on the 19th day of October, 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A
CONSTRUCTION CONTRACT
BETWEEN
PULICE CONSTRUCTION, INC.
AND
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
FOR
CONSTRUCTION OF
365 TOLLWAY PROJECT



HCRMA BID #2021-001 FOR THE
365 TOLLWAY SEGMENTS 1 AND 2
CONTRACT NO.: 0921-02-368

**365 TOLLWAY SEGMENTS 1 AND 2 (365 TOLL PROJECT)
CONTRACT NO. 0921-02-368**

365 TOLL

PROPOSAL DOCUMENTS

2021



HCRMA BID #2021-001 FOR THE
365 TOLLWAY SEGMENTS 1 AND 2
CONTRACT NO.: 0921-02-368

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HCRMA BID #2021-001 FOR THE
365 TOLLWAY SEGMENTS 1 AND 2
CONTRACT NO.: 0921-02-368

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A. PROPOSAL DOCUMENT CHECKLIST

Prior to submitting a proposal, prospective bidders should review the checklist below to ensure that the proposal is accepted and not declared nonresponsive.

YES	NO	PROPOSAL DOCUMENT:
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Are you aware if your affiliates are bidding on the same project?
YES	NO	PROPOSAL DOCUMENT PREPARATION:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the proposal to be submitted an Official Proposal to a solicitation issued by Hidalgo County Regional Mobility Authority?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are you submitting only one (1) proposal for this project?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the proposal signed by your company representative or each joint venture participant?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Have you entered amounts for all bid items?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	If using a computer printout, has it been signed by your company representative or each joint venture participant?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Have you completed the Hidalgo County Regional Mobility Authority Attachments in Section F?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Have you acknowledged every addendum by signing the Receipt of Addenda form?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the proposal document (or computer printout) contain the proper number of bid items?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Does the proposal document contain any conditions not included in the proposal document provided to you?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Did you enter prices for all items?



HCRMA BID #2021-001 FOR THE
365 TOLLWAY SEGMENTS 1 AND 2
CONTRACT NO.: 0921-02-368

YES	NO	BID BONDS:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the bid bond signed by the surety?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is the bid bond signed by the company representative or each joint venture participant?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the exact name of the contractor(s) listed as the principal?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the impressed surety seal affixed to the bid bond?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the name on the surety seal match the name of the surety on the bond?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the bond dated on or earlier than the letting date of the project?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the signer for the surety listed on the power of attorney attached to the bond?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the surety authorized to issue the bond?
YES	NO	BID GUARANTY CHECKS:
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is the check a cashier's check, bank money order, or tellers check issued by a state or national bank, savings and loan association, or a state or federally chartered credit union?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is the check dated on or before the letting date?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is the check less than ninety (90) days old?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is the check made payable to Hidalgo County Regional Mobility Authority?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the check for at least five percent (5%) percent of the Total Bid Amount
YES	NO	PROPOSAL DOCUMENT SUBMISSION:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are you aware of the time and date deadline for submission of proposal?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are you aware of the proper delivery location for the proposal document?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are you submitting a complete proposal document?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is the proposal submitted in a sealed envelope?



YES	NO	SIGNATURES:
<input type="checkbox"/>	<input checked="" type="checkbox"/>	If the Bidder is a joint venture, have all the members of the joint venture <u>signed</u> the following documents?
		Company Information (page B-4) and
		Proposal (Section D) and Notice to Bidders (Section E)
		Bidder Certificate (Attachment A)
		No Contact Certificate (Attachment B)
		Delinquent County Tax Questionnaire (Attachment C)
		Conflicts of Interest Questionnaire (Attachment D) and Additional Conflict of Interest Information (Attachment E)
		Debarment Certification (Attachment F)
		Drug Free Workplace Certification (Attachment G)
		Non-Discrimination Certification (Attachment H)
		Record Retention Certification (Attachment I)
		Disclosure of Lobbying and Certificate of Lobbying Activities (Section G)
		Non-Collusion Affidavit (Section I)
		Child Support Statement (Section J)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Have the following certificates been signed and included for all of the other team members?
		No Contact Certificate (Attachment B)
		Delinquent County Tax Questionnaire (Attachment C)
		Conflict of Interest Questionnaire (Attachment D)
		Conflicts Questionnaire (Attachment D) and Additional Conflict of Interest Information (Attachment E)
		Debarment Certification (Attachment F)
		Drug Free Workplace Certification (Attachment G)



HCRMA BID #2021-001 FOR THE
365 TOLLWAY SEGMENTS 1 AND 2
CONTRACT NO.: 0921-02-368

		Non-Discrimination Certification (Attachment H)
		Lobbying Disclosure and Certifications (Section G)
YES	NO	BIDDERS DBE UTILIZATION PLAN (SECTION K)
		DBE Letter demonstrating utilization plan (Section K) to be submitted following bid opening date as outlined in that section
		TxDOT Form SMS.4901 – DBE Commitment Agreement
		TxDOT Form 4000 – Good Faith Effort for Federally Funded Projects (Pre-Award)



B. INVITATION TO BID

For the construction of the 365 Tollway, a tolled facility from FM 396 & GSA Connector to US 281 (Military Highway), which consists of: of grading, flexible base, lime treated subgrade, asphaltic concrete pavement, concrete pavement, signing and pavement markings, cross culverts, bridge structures, retaining walls, illumination and toll equipment.

Payment for the project will be made as defined in the specifications.

Signed / valid Proposals for the above project will be received electronically by Hidalgo County Regional Mobility Authority (HCRMA), Attn: Pilar Rodriguez, PE, 203 W. Newcombe Ave, Pharr, TX 78577, **until 3:00 P.M. C.S.T., Wednesday, October 13, 2021** via CivCAST. Bids will be opened and read aloud at the Large Conference room at the same location at 3:05 P.M. C.S.T. (as per Hidalgo County Regional Mobility Authority time clock) on deadline due date.

The work under this Contract shall be Substantially Complete within one thousand two hundred sixty four (1264) calendar days after the initial notice to proceed ("NTP"). The Contractor will be allowed up to an additional sixty (60) calendar days for Final Acceptance. The contract time includes the mobilization and materials procurement period. The complete list of estimated quantities is in the bid tab. The principal items of work are as follows:

- | | |
|---|--------------------|
| • Excavation | • Retaining Walls |
| • Embankment | • Drainage |
| • Flexible Base | • Illumination |
| • Lime Treat Subgrade | • Signage |
| • Cement Treat Flexible Base | • Signals |
| • Continually Reinforced Concrete Pavement (CRCP) | • Pavement Markers |
| • Bridge Structures | • Irrigation |
| | • Toll Equipment |

To receive and subsequently submit Official Proposals for this Contract, prospective bidders shall, meet the following requirements:

- Be registered with the State of Texas.
- Be eligible to work on Federal Projects.
- Be prequalified by TxDOT to perform the work.



HCRMA BID #2021-001 FOR THE
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Hidalgo County Regional Mobility Authority cannot be held liable in the event a party is unable to submit a valid bid due to delay in the prequalification procedure. Securing prequalification and the timing thereof, shall at all times be the sole responsibility of the Prospective Bidder.

- The contract will be awarded in accordance with Hidalgo County Regional Mobility Authority Procurement and Policy Procedures. A copy of the Procurement and Policy Procedures is available online at the Hidalgo County Regional Mobility Authority website at: <http://www.hcrma.net/bids.html>.

A Pre-bid Meeting will be held for this project on **Tuesday, August 31 at 9:00 A.M. C.S.T.**, at the McAllen Convention Center located 700 Convention Center, Room 102-ABC, McAllen, Texas 78505. The Pre-bid Meeting is **MANDATORY** and prospective bidders must attend in order to have their proposal opened. A DBE Conference will also be held for this project on that same date and in the same room at 11:00 A.M. C.S.T. This session is intended to allow DBE firms and companies the opportunity to meet and discuss potential teaming opportunities with prospective bidders. Although attendance at the DBE networking session is not a requirement for submitting a proposal, Hidalgo County Regional Mobility Authority strongly encourages participation.

Bids received after the above mentioned date and deadline will not be considered and will be returned unopened. The Hidalgo County Regional Mobility Authority Board of Directors reserves the right to accept or reject all or any part of any bid, hold all bids for up to one hundred twenty (120) days from the due date of receipt without action, waive minor technicalities, require statements or evidence of Bidder's qualifications, including financial statements, and award the bid which provides the best value to the HCRMA. Acceptance will be based on both low bid and qualification of Contractor. Award of bid shall be to the lowest responsible bidder.

Plans and proposals will be available from the HCRMA website at <http://www.hcrma.net/bids.html>.

At the time Bid Documents are obtained, Bidder must provide a working e-mail address, so as to receive any addenda or clarification issued by the HCRMA.

Standard Specifications (Texas Department of Transportation "Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges", 2014), which form an integral part of this Contract, are available online at the Texas Department of Transportation (TxDOT) website at www.txdot.gov.

This project complies with federal regulations and guidelines.

The Hidalgo County Regional Mobility Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations,



hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

PROPOSAL REQUIREMENTS

Each Proposal must be accompanied by a Bid Guaranty consisting of either a Bid Guaranty Check in the amount of at least five percent (5%) of the Total Bid Amount or a Bid Bond (on the form provided) in the amount of at least five percent (5%) of the Total Bid Amount. The Bid Guarantee Check must be a cashier's **check, money order, or teller's check issued by a state or national bank, savings and loan association, or a state or federally chartered credit union** and made payable to Hidalgo County Regional Mobility Authority. The Bid Guarantee Check must be dated on or before the letting date and must be less than ninety (90) days old. The Bid Guarantee Check will be sent to the Authority within one (1) business day of submittal of the bid proposal.

A six percent (6.0%) DBE goal is established for this project.

PUBLIC INFORMATION

The Hidalgo County Regional Mobility Authority considers all responses to this solicitation to be public information subject to the Texas Open Records Act. Any information considered proprietary by the Bidder must be clearly marked as such. If any marked information is requested to be released, it will be submitted to the Texas Attorney General for a determination.

JOINT VENTURES

In submitting a Proposal as a joint venture, the members of the joint venture agree that all obligations as outlined in (i) the solicitation documents and (ii) the Proposal are joint and several of each of the joint venture members. Joint ventures must provide the full names and addresses of all joint venture members and the equity ownership interests, if any, of each. Additional corporate information of entity members may be requested by the Authority. Prior to award, joint ventures must demonstrate a written agreement among the joint venture members (the "JV Agreement"). This JV Agreement must include a provision stating that in the event of a dispute between or among joint venture members (including partners or other owners), no joint venture member shall be entitled to stop, hinder, or delay work on the Project. Each member of the joint venture must independently execute the required forms and certifications in the solicitation, including:

- Company Information and Bid Signature (**page B-5 and B-6**, Proposal Attachment E, page



F-2)

- Bidder Certificate (Attachment A)
- No Contact Certificate (Attachment B)
- Delinquent County Tax Questionnaire (Attachment C)
- Conflicts of Interest Questionnaire (Attachment D)
- Debarment Certification (Attachment F)
- Drug Free Workplace Certification (Attachment G)
- Non-Discrimination Certification (Attachment H)
- Record Retention Certification (Attachment I)
- Disclosure of Lobbying Activities (pages G-1, G-2)
- Certificate of Lobbying Activities (page G-3)
- Non-Collusion Affidavit (pages I-1, I-2)
- Child Support Statement (pages J-1, J-2)

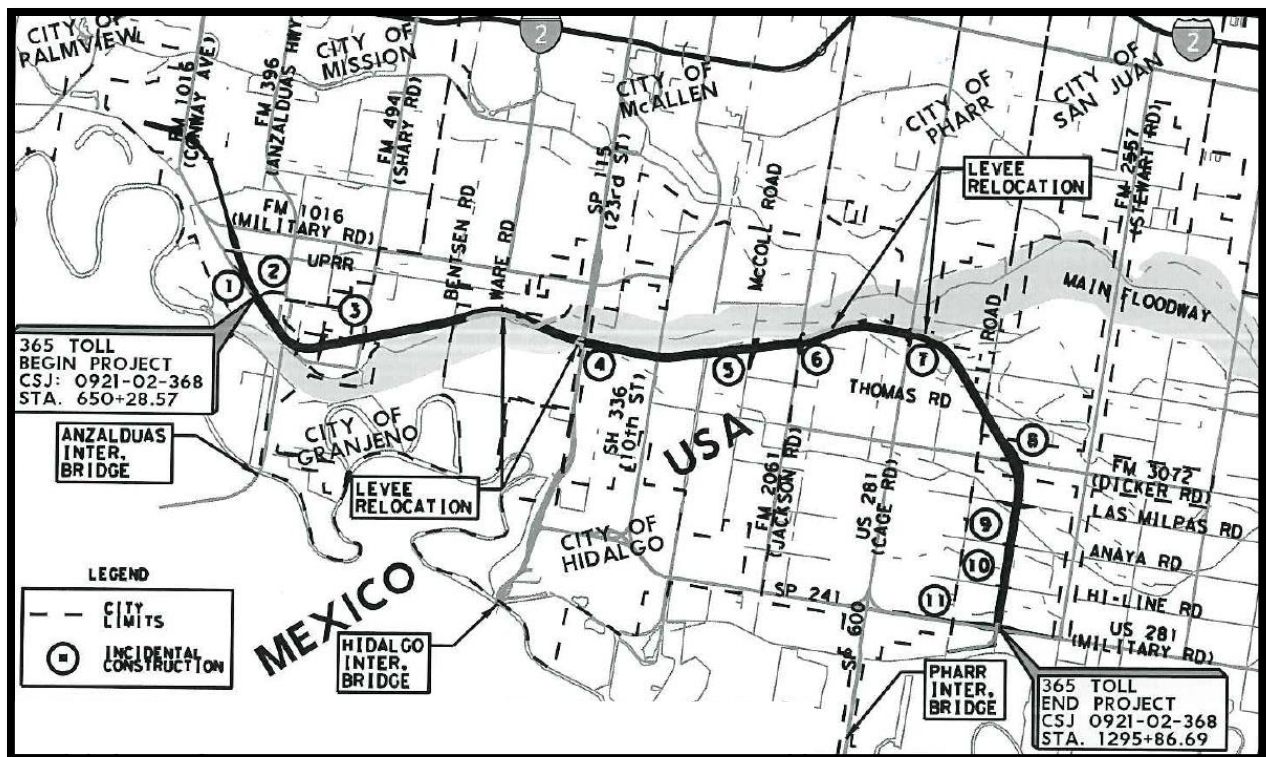
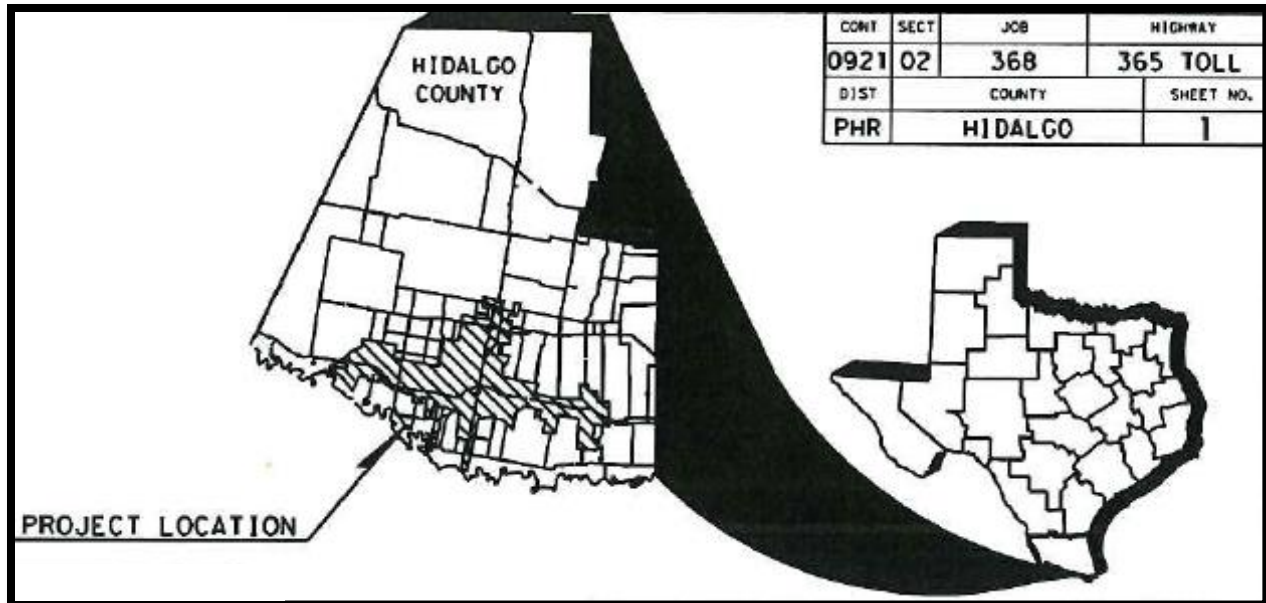
LOWEST QUALIFIED BIDDER

The HCRMA intends to award the contract to the lowest, qualified bidder. A bidder will be evaluated and deemed qualified on the six (6) criteria outlined below. Bidders should be ready to produce documentation to substantiate qualification if they are requested to do so after bid opening:

1. the bidder's ability, capacity, and skill to perform the contract or provide the service required;
2. the bidder's ability to perform the contract or provide the service promptly, or in the time required, without delay or interference;
3. the bidder's character, responsibility, integrity, reputation, and experience;
4. the quality of performance by the bidder of previous contracts or services;
5. the bidder's previous and existing compliance with laws relating to the contract or service; and
6. the sufficiency of the bidder's financial resources and ability to perform the contract or provide the service.

C. PROJECT INFORMATION

C-1 SITE LOCATION





C-2. PROJECT FUNDING AND SCHEDULE

This Project will be financed by bonds which will be issued after the construction contract is awarded and executed. There is no guarantee that the HCRMA will be able to secure bonds in the amount of the proposed Contract.

The Traffic and Revenue Report for this Project, the Rating Agency Proposal, and the Financial Advisor's Presentation are available on the HCRMA website.

NTP cannot be issued until the bond proceeds are available.

The schedule to NTP is estimated to be as follows:

Bids Submitted: 10/13/2021

Bids Opened: 10/13/2021

Bids Reviewed: 10/14/2021 to 10/17/2021

Conditional Award of Contract: 10/19/2021

(120 day guarantee of Bid Period begins)

Selected Contractor Submitted to TxDOT and FHWA for Concurrence: 10/20/2021

Bonds Issued: 12/14/2021

NTP: 01/2022

(no more than 160 days from Bid opening)



HCRMA BID #2021-001 FOR THE
365 TOLLWAY SEGMENTS 1 AND 2
CONTRACT NO.: 0921-02-368

D. PROPOSAL

In the space provided below, please enter your total unit price Bid amount for this project. Only this figure will be read publicly by Hidalgo County Regional Mobility Authority at the public Bid opening.

It is understood and agreed by the Bidder in signing this proposal that the total Bid amount entered below is not binding on either the Bidder or Hidalgo County Regional Mobility Authority. It is further agreed that the official total Bid amount for this proposal will be determined by multiplying the unit Bid prices for each pay item by the respective estimated quantities shown in this proposal and then totaling all of the extended amounts.

\$ **\$295,932,420.25**
Total Bid Amount

THIS FORM MUST BE RETURNED WITH YOUR BID

BID TOTALS

BASE BID	Total
Empty	\$295,932,420.25
Total	\$295,932,420.25

Empty					
No.	Description	Unit	Qty	Unit Price	Ext Price
100-6002	PREPARING ROW	STATION	887.35	\$24,000.00	\$21,296,400.00
103-6001	DISPOSAL OF WATER WELLS	EACH	2	\$3,228.72	\$6,457.44
104-6001	REMOVING CONC (PAV)	SQUARE YARD	518	\$6.32	\$3,273.76
104-6003	REMOVING CONC (FLOORS)	SQUARE YARD	485	\$10.00	\$4,850.00
104-6009	REMOVING CONC (RIPRAP)	SQUARE YARD	2262	\$5.91	\$13,368.42
104-6011	REMOVING CONC (MEDIANS)	SQUARE YARD	11	\$4.46	\$49.06
104-6013	REMOVING CONC (FOUNDATIONS)	SQUARE YARD	3284	\$8.08	\$26,534.72
104-6015	REMOVING CONC (SIDEWALKS)	SQUARE YARD	131	\$5.11	\$669.41
104-6017	REMOVING CONC (DRIVEWAYS)	SQUARE YARD	99	\$9.06	\$896.94
104-6021	REMOVING CONC (CURB)	LINEAR FOOT	2125	\$3.61	\$7,671.25
104-6022	REMOVING CONC (CURB AND GUTTER)	LINEAR FOOT	1828	\$4.88	\$8,920.64
104-6026	REMOVE CONC (GUTTER)	LINEAR FOOT	174	\$7.00	\$1,218.00
106-6002	OBLITERATING ABANDONED ROAD	SQUARE YARD	75668	\$1.25	\$94,585.00
110-6001	EXCAVATION (ROADWAY)	CUBIC YARD	294036	\$2.50	\$735,090.00
110-6002	EXCAVATION (CHANNEL)	CUBIC YARD	68704	\$3.50	\$240,464.00

132-6005	EMBANKMENT (FINAL)(ORD COMP)(TY C)	CUBIC YARD	11286	\$4.00	\$45,144.00
132-6006	EMBANKMENT (FINAL)(DENS CONT)(TY C)	CUBIC YARD	3952855	\$5.00	\$19,764,275.00
164-6036	DRILL SEEDING (PERM) (RURAL) (CLAY)	ACRE	336.46	\$2,150.00	\$723,389.00
164-6042	DRILL SEEDING (TEMP) (WARM)	ACRE	325.75	\$725.00	\$236,168.75
168-6001	VEGETATIVE WATERING	1000 GAL	49761	\$38.75	\$1,928,238.75
169-6004	SOIL RETENTION BLANKETS (CL 1) (TY D)	SQUARE YARD	383206	\$1.35	\$517,328.10
204-6003	SPRINKLING (DUST CONTROL)	1000 GAL	15123	\$15.00	\$226,845.00
247-6225	FL BS (RDWY DEL)(TY E GR 4)(FNAL POS)	CUBIC YARD	16380	\$40.91	\$670,105.80
251-6122	REWORK BS MTL (TY C)(9.5")(DENS CONT)	SQUARE YARD	620	\$3.14	\$1,946.80
260-6006	LIME TRT (EXST MATL) (6")	SQUARE YARD	167789	\$1.25	\$209,736.25
260-6011	LIME TRT (EXST MATL) (12")	SQUARE YARD	942799	\$2.25	\$2,121,297.75
260-6043	LIME (HYD, COM OR QK)(SLURRY)	TON	27938.4	\$165.00	\$4,609,836.00
260-6054	LIME TRT (NEW BASE)(10")	SQUARE YARD	39964	\$3.00	\$119,892.00
276-6057	CM TRT(PT MX)(CL L)(TYA)(GR1-2)(FN POS)	CUBIC YARD	147936	\$95.00	\$14,053,920.00
305-6016	SALV, HAUL & STKPL RCL APH PV (3")	SQUARE YARD	24588	\$0.68	\$16,719.84
310-6009	PRIME COAT (MC-30)	GALLO N	220296	\$3.93	\$865,763.28
316-6004	ASPH (TIER I)	GALLO N	17050	\$3.93	\$67,006.50
316-6126	AGGR(TY-PB GR-4 SAC-A)	CUBIC YARD	368	\$113.50	\$41,768.00
341-6039	D-GR HMA TY-D SAC-B PG64-22	TON	53222	\$116.50	\$6,200,363.00
341-6047	D-GR HMA TY-D SAC-A PG76-22	TON	9028	\$127.50	\$1,151,070.00
354-6051	PLANE ASPH CONC PAV (0" TO 1 1/2")	SQUARE YARD	7693	\$0.75	\$5,769.75

360-6004	CONC PVMT (CONT REINF - CRCP) (10")	SQUARE YARD	91398	\$57.00	\$5,209,686.00
360-6007	CONC PVMT (CONT REINF - CRCP) (13")	SQUARE YARD	551331	\$64.00	\$35,285,184.00
360-6014	CONC PVMT (CONT REINF - CRCP) (11.5")	SQUARE YARD	168057	\$62.00	\$10,419,534.00
360-9001	CONC PVMT (CONT REINF - CRCP)(13")SPL	SQUARE YARD	3890	\$95.00	\$369,550.00
400-6005	CEM STABIL BKFL	CUBIC YARD	4694.3	\$50.00	\$234,715.00
400-6006	CUT & RESTORING PAV	SQUARE YARD	929	\$40.00	\$37,160.00
400-6010	STRUCT EXCAV (SPECIAL)	CUBIC YARD	7682	\$42.00	\$322,644.00
400-6011	SAND BACKFILL	CUBIC YARD	16350	\$23.00	\$376,050.00
402-6001	TRENCH EXCAVATION PROTECTION	LINEAR FOOT	35396	\$1.70	\$60,173.20
409-6003	PRESTR CONC PIL (20 IN SQ)	LINEAR FOOT	6992	\$119.63	\$836,452.96
416-6001	DRILL SHAFT (18 IN)	LINEAR FOOT	1424	\$155.41	\$221,303.84
416-6003	DRILL SHAFT (30 IN)	LINEAR FOOT	160	\$252.78	\$40,444.80
416-6004	DRILL SHAFT (36 IN)	LINEAR FOOT	16997	\$170.65	\$2,900,538.05
416-6005	DRILL SHAFT (42 IN)	LINEAR FOOT	9092	\$208.19	\$1,892,863.48
416-6008	DRILL SHAFT (60 IN)	LINEAR FOOT	3148	\$415.08	\$1,306,671.84
416-6010	DRILL SHAFT (72 IN)	LINEAR FOOT	1882	\$579.98	\$1,091,522.36
416-6012	DRILL SHAFT (84 IN)	LINEAR FOOT	708	\$665.00	\$470,820.00
416-6016	DRILL SHAFT (SIGN MTS) (12 IN)	LINEAR FOOT	28	\$79.97	\$2,239.16
416-6018	DRILL SHAFT (SIGN MTS) (24 IN)	LINEAR FOOT	755	\$143.94	\$108,674.70

416-6020	DRILL SHAFT (SIGN MTS) (36 IN)	LINEAR FOOT	76	\$496.34	\$37,721.84
416-6021	DRILL SHAFT (SIGN MTS) (42 IN)	LINEAR FOOT	698	\$653.22	\$455,947.56
416-6022	DRILL SHAFT (SIGN MTS) (48 IN)	LINEAR FOOT	827	\$726.21	\$600,575.67
416-6023	DRILL SHAFT (SIGN MTS) (54 IN)	LINEAR FOOT	190	\$815.25	\$154,897.50
416-6026	DRILL SHAFT (HIGH MAST POLE) (60 IN)	LINEAR FOOT	495	\$820.45	\$406,122.75
416-6029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	LINEAR FOOT	1320	\$233.35	\$308,022.00
416-6030	DRILL SHAFT (TRF SIG POLE) (24 IN)	LINEAR FOOT	34.2	\$208.37	\$7,126.25
416-6032	DRILL SHAFT (TRF SIG POLE) (36 IN)	LINEAR FOOT	522.2	\$538.05	\$280,969.71
416-6034	DRILL SHAFT (TRF SIG POLE) (48 IN)	LINEAR FOOT	154	\$784.61	\$120,829.94
420-6013	CL C CONC (ABUT)	CUBIC YARD	1602.4	\$658.00	\$1,054,379.20
420-6025	CL C CONC (BENT)	CUBIC YARD	36.4	\$833.10	\$30,324.84
420-6029	CL C CONC (CAP)	CUBIC YARD	2736.2	\$699.31	\$1,913,452.02
420-6037	CL C CONC (COLUMN)	CUBIC YARD	1687.8	\$765.75	\$1,292,432.85
420-6043	CL C CONC (FOOTING)	CUBIC YARD	330.3	\$545.45	\$180,162.14
420-6066	CL C CONC (RAIL FOUNDATION)	CUBIC YARD	28	\$847.83	\$23,739.24
420-9001	CLASS CLASS "D" CONC (MISC)	CUBIC YARD	25.9	\$1,208.21	\$31,292.64
420-9010	CL C CONC (RAIL FOUNDATION)SPL	CUBIC YARD	119	\$870.48	\$103,587.12
422-6001	REINF CONC SLAB	SQUARE FOOT	451242	\$15.20	\$6,858,878.40
422-6015	APPROACH SLAB	CUBIC YARD	2102.43	\$443.47	\$932,364.63

423-6001	RETAINING WALL (MSE)	SQUARE FOOT	470320	\$68.66	\$32,292,171.20
425-6037	PRESTR CONC GIRDER (TX40)	LINEAR FOOT	4871.72	\$174.72	\$851,186.92
425-6039	PRESTR CONC GIRDER (TX54)	LINEAR FOOT	48168.24	\$169.05	\$8,142,840.97
432-6001	RIPRAP (CONC)(4 IN)	CUBIC YARD	10828.3	\$360.00	\$3,898,188.00
432-6002	RIPRAP (CONC)(5 IN)	CUBIC YARD	477	\$360.00	\$171,720.00
432-6003	RIPRAP (CONC)(6 IN)	CUBIC YARD	481	\$360.00	\$173,160.00
432-6006	RIPRAP (CONC)(CL B)	CUBIC YARD	100	\$360.00	\$36,000.00
432-6009	RIPRAP (CONC) (CL B) (4")	CUBIC YARD	42.51	\$360.00	\$15,303.60
432-6024	RIPRAP (STONE COMMON)(DRY)(12 IN)	CUBIC YARD	110	\$113.48	\$12,482.80
432-6044	RIPRAP (CONC)(FLUME)	CUBIC YARD	719	\$360.00	\$258,840.00
432-6045	RIPRAP (MOW STRIP)(4 IN)	CUBIC YARD	3280.44	\$360.00	\$1,180,958.40
434-6007	ELASTOMERIC BEARING (EE5)	EACH	10	\$2,004.95	\$20,049.50
434-6026	ELASTOMERIC BEARING (E7)	EACH	10	\$3,418.95	\$34,189.50
434-6035	ELASTOMERIC BEARING (F7)	EACH	10	\$3,360.95	\$33,609.50
434-6042	SLIDING ELASTOMERIC BEARING (ES 5)	EACH	10	\$2,916.95	\$29,169.50
442-6001	STR STEEL (PLATE GIRDER)	POUND	2931330	\$2.33	\$6,829,998.90
442-6007	STR STEEL (MISC NON - BRIDGE)	POUND	2573	\$5.66	\$14,563.18
450-6006	RAIL (TY T223)	LINEAR FOOT	90	\$136.47	\$12,282.30
450-6023	RAIL (TY SSTR)	LINEAR FOOT	44647.7	\$56.92	\$2,541,347.08
450-6054	RAIL (TY SSTR) (W/DRAIN SLOTS)	LINEAR FOOT	100	\$66.03	\$6,603.00
450-9001	RAIL (TY SSTR) (W/DRAIN SLOTS)SPL	LINEAR	848	\$67.63	\$57,350.24

		FOOT			
450-9002	RAIL (TY SSTR) SPL	LINEAR FOOT	240	\$67.59	\$16,221.60
454-6001	SEALED EXPANSION JOINT (4 IN) (SEJ - A)	LINEAR FOOT	2633.1	\$117.68	\$309,863.21
454-6002	SEALED EXPANSION JOINT (5 IN) (SEJ - A)	LINEAR FOOT	169	\$168.62	\$28,496.78
462-6007	CONC BOX CULV (5 FT X 3 FT)	LINEAR FOOT	313	\$201.79	\$63,160.27
462-6008	CONC BOX CULV (5 FT X 4 FT)	LINEAR FOOT	812	\$220.69	\$179,200.28
462-6009	CONC BOX CULV (5 FT X 5 FT)	LINEAR FOOT	373	\$237.70	\$88,662.10
462-6013	CONC BOX CULV (6 FT X 6 FT)	LINEAR FOOT	620	\$337.35	\$209,157.00
462-6017	CONC BOX CULV (7 FT X 6 FT)	LINEAR FOOT	172	\$417.53	\$71,815.16
462-6028	CONC BOX CULV (9 FT X 9 FT)	LINEAR FOOT	1316	\$682.82	\$898,591.12
462-6032	CONC BOX CULV (10 FT X 8 FT)	LINEAR FOOT	654	\$695.29	\$454,719.66
462-6044	CONC BOX CULV (12 FT X 12 FT)	LINEAR FOOT	438	\$1,141.35	\$499,911.30
464-6003	RC PIPE (CL III)(18 IN)	LINEAR FOOT	1671	\$53.15	\$88,813.65
464-6005	RC PIPE (CL III)(24 IN)	LINEAR FOOT	5160	\$53.32	\$275,131.20
464-6007	RC PIPE (CL III)(30 IN)	LINEAR FOOT	1545	\$77.20	\$119,274.00
464-6008	RC PIPE (CL III)(36 IN)	LINEAR FOOT	1557	\$97.90	\$152,430.30
464-6009	RC PIPE (CL III)(42 IN)	LINEAR FOOT	958	\$119.04	\$114,040.32
464-6010	RC PIPE (CL III)(48 IN)	LINEAR FOOT	600	\$152.65	\$91,590.00
464-6026	RC PIPE (CL V)(24 IN)	LINEAR FOOT	4512	\$65.99	\$297,746.88
464-6038	RC PIPE (CL III)(18 IN)(SPL)	LINEAR	11585	\$41.22	\$477,533.70

		FOOT			
464-6039	RC PIPE (CL III)(24 IN)(SPL)	LINEAR FOOT	4074	\$61.24	\$249,491.76
464-6040	RC PIPE (CL III)(30 IN)(SPL)	LINEAR FOOT	1360	\$77.81	\$105,821.60
464-6041	RC PIPE (CL III)(36 IN)(SPL)	LINEAR FOOT	3103	\$101.02	\$313,465.06
464-6042	RC PIPE (CL III)(42 IN)(SPL)	LINEAR FOOT	2013	\$122.16	\$245,908.08
464-6043	RC PIPE (CL III)(48 IN)(SPL)	LINEAR FOOT	1888	\$142.34	\$268,737.92
464-6044	RC PIPE (CL III)(54 IN)(SPL)	LINEAR FOOT	20	\$219.49	\$4,389.80
464-6045	RC PIPE (CL III)(60 IN)(SPL)	LINEAR FOOT	2042	\$199.27	\$406,909.34
464-6049	RC PIPE (CL IV)(21 IN)	LINEAR FOOT	425	\$66.74	\$28,364.50
464-6059	RC PIPE (CL V)(30 IN)	LINEAR FOOT	1622	\$100.90	\$163,659.80
464-6060	RC PIPE (CL IV) (24 IN) (SPL)	LINEAR FOOT	394	\$59.04	\$23,261.76
464-6065	RC PIPE (CL IV) (72 IN) (SPL)	LINEAR FOOT	318	\$309.84	\$98,529.12
465-6002	MANH (COMPL)(PRM)(48IN)	EACH	5	\$5,314.33	\$26,571.65
465-6005	JCTBOX(COMPL)(PJB)(3FTX3FT)	EACH	50	\$2,652.04	\$132,602.00
465-6011	JCTBOX(COMPL)(PJB)(6FTX6FT)	EACH	2	\$10,118.07	\$20,236.14
465-6012	JCTBOX(COMPL)(PJB)(8FTX8FT)	EACH	5	\$19,000.00	\$95,000.00
465-6025	INLET (COMPL)(PCO)(6FT)(NONE)	EACH	4	\$6,435.74	\$25,742.96
465-6051	INLET (COMPL)(POD)(SFG)(3FTX3FT)	EACH	2	\$4,874.09	\$9,748.18
465-6058	INLET (COMPL)(PSL)(SL)(5FTX5FT)	EACH	10	\$5,196.93	\$51,969.30
465-6060	INLET (COMPL)(PSL)(SL)(6FTX6FT)	EACH	1	\$6,865.22	\$6,865.22
465-6074	INLET (COMPL)(PSL)(RC)(5FTX5FT)	EACH	9	\$5,837.41	\$52,536.69
465-6076	INLET (COMPL)(PSL)(RC)(6FTX6FT)	EACH	2	\$9,769.62	\$19,539.24
465-6126	INLET (COMPL)(PSL)(FG)(3FTX3FT- 3FTX3FT)	EACH	67	\$3,501.76	\$234,617.92

465-6130	INLET (COMPL)(PSL)(FG)(3FTX5FT-3FTX5FT)	EACH	12	\$4,094.42	\$49,133.04
465-6139	INLET (COMPL)(PSL)(FG)(5FTX6FT-3FTX5FT)	EACH	57	\$6,853.95	\$390,675.15
465-6142	INLET (COMPL)(PSL)(FG)(6FTX6FT-3FTX5FT)	EACH	82	\$7,033.94	\$576,783.08
465-6145	INLET (COMPL)(PSL)(FG)(8FTX8FT-3FTX5FT)	EACH	4	\$15,813.78	\$63,255.12
465-9002	INLET (COMPL) (TY L1)	EACH	15	\$3,447.04	\$51,705.60
466-6002	HEADWALL (CH - FW - 0) (DIA= 15 IN)	EACH	7	\$4,429.59	\$31,007.13
466-6003	HEADWALL (CH - FW - 0) (DIA= 18 IN)	EACH	1	\$6,509.04	\$6,509.04
466-6007	HEADWALL (CH - FW - 0) (DIA= 30 IN)	EACH	1	\$4,945.07	\$4,945.07
466-6015	HEADWALL (CH - FW - 0) (DIA= 72 IN)	EACH	1	\$11,700.92	\$11,700.92
466-6107	HEADWALL (CH - PW - 0) (DIA= 72 IN)	EACH	2	\$11,519.00	\$23,038.00
466-6153	WINGWALL (FW - 0) (HW=6 FT)	EACH	2	\$12,284.01	\$24,568.02
466-6155	WINGWALL (FW - 0) (HW=8 FT)	EACH	2	\$13,751.96	\$27,503.92
466-6156	WINGWALL (FW - 0) (HW=9 FT)	EACH	2	\$14,977.75	\$29,955.50
466-6180	WINGWALL (PW - 1) (HW=5 FT)	EACH	2	\$7,320.35	\$14,640.70
466-6181	WINGWALL (PW - 1) (HW=6 FT)	EACH	7	\$10,849.00	\$75,943.00
466-6200	WINGWALL (SW - 0) (HW=12 FT)	EACH	1	\$13,770.39	\$13,770.39
466-6208	WINGWALL (SW - 0) (HW=5 FT)	EACH	1	\$6,471.45	\$6,471.45
466-6211	WINGWALL (SW - 0) (HW=8 FT)	EACH	2	\$11,661.05	\$23,322.10
467-6356	SET (TY II) (18 IN) (RCP) (3: 1) (C)	EACH	7	\$1,213.53	\$8,494.71
467-6358	SET (TY II) (18 IN) (RCP) (4: 1) (C)	EACH	89	\$1,213.52	\$108,003.28
467-6359	SET (TY II) (18 IN) (RCP) (4: 1) (P)	EACH	12	\$1,213.52	\$14,562.24
467-6360	SET (TY II) (18 IN) (RCP) (5: 1) (C)	EACH	3	\$1,263.53	\$3,790.59
467-6362	SET (TY II) (18 IN) (RCP) (6: 1) (C)	EACH	73	\$1,263.52	\$92,236.96
467-6363	SET (TY II) (18 IN) (RCP) (6: 1) (P)	EACH	84	\$1,263.52	\$106,135.68
467-6388	SET (TY II) (24 IN) (RCP) (3: 1) (C)	EACH	16	\$1,473.46	\$23,575.36
467-6390	SET (TY II) (24 IN) (RCP) (4: 1) (C)	EACH	4	\$1,473.46	\$5,893.84
467-6392	SET (TY II) (24 IN) (RCP) (5: 1) (C)	EACH	6	\$1,598.46	\$9,590.76
467-6394	SET (TY II) (24 IN) (RCP) (6: 1) (C)	EACH	6	\$1,598.46	\$9,590.76

467-6417	SET (TY II) (30 IN) (RCP) (3: 1) (C)	EACH	4	\$1,798.46	\$7,193.84
467-6422	SET (TY II) (30 IN) (RCP) (6: 1) (C)	EACH	1	\$2,796.92	\$2,796.92
467-6439	SET (TY II) (36 IN) (CMP) (3: 1) (C)	EACH	4	\$3,446.91	\$13,787.64
467-6450	SET (TY II) (36 IN) (RCP) (4: 1) (C)	EACH	2	\$3,746.92	\$7,493.84
467-6465	SET (TY II) (42 IN) (RCP) (6: 1) (C)	EACH	1	\$5,696.92	\$5,696.92
472-6015	REMOV & RE - LAY PIPE (60 IN)	LINEAR FOOT	33	\$270.57	\$8,928.81
476-6015	JACK BOR OR TUN PIPE(24 IN)(RC)(CL V)	LINEAR FOOT	237	\$612.89	\$145,254.93
476-6017	JACK BOR OR TUN PIPE(24 IN)(STL CASING)	LINEAR FOOT	100	\$1,657.72	\$165,772.00
476-6021	JACK BOR OR TUN PIPE(30 IN)(RC)(CL V)	LINEAR FOOT	533	\$766.77	\$408,688.41
476-6054	JACK BOR OR TUN PIPE(72 IN)(RC)(CL IV)	LINEAR FOOT	100	\$1,843.66	\$184,366.00
479-6001	ADJUSTING MANHOLES	EACH	1	\$850.00	\$850.00
496-6004	REMOV STR (SET)	EACH	50	\$450.00	\$22,500.00
496-6005	REMOV STR (WINGWALL)	EACH	1	\$2,500.00	\$2,500.00
496-6006	REMOV STR (HEADWALL)	EACH	10	\$2,800.00	\$28,000.00
496-6007	REMOV STR (PIPE)	LINEAR FOOT	10244	\$10.00	\$102,440.00
496-6008	REMOV STR (BOX CULVERT)	LINEAR FOOT	252	\$30.00	\$7,560.00
496-6009	REMOV STR (BRIDGE 0 - 99 FT LENGTH)	EACH	1	\$25,367.23	\$25,367.23
496-6016	REMOV STR (PIPE)	EACH	8	\$900.00	\$7,200.00
496-6041	REMOV STR (LARGE)	EACH	1	\$6,500.00	\$6,500.00
496-6042	REMOV STR (SMALL)	EACH	10	\$250.00	\$2,500.00
496-6043	REMOV STR (SMALL FENCE)	LINEAR FOOT	8271	\$3.00	\$24,813.00
496-6096	REMOV STR (WELL GATE)	EACH	9	\$2,000.00	\$18,000.00
496-9001	REMOVE (ROCK RIPRAP)	CUBIC YARD	30	\$100.00	\$3,000.00
500-6001	MOBILIZATION	LUMP SUM	1	\$29,593,242.02	\$29,593,242.02

502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MONTH	42	\$45,000.00	\$1,890,000.00
506-6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LINEAR FOOT	523	\$31.75	\$16,605.25
506-6011	ROCK FILTER DAMS (REMOVE)	LINEAR FOOT	523	\$16.75	\$8,760.25
506-6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	SQUARE YARD	3120	\$28.25	\$88,140.00
506-6024	CONSTRUCTION EXITS (REMOVE)	SQUARE YARD	3120	\$14.50	\$45,240.00
506-6031	FRNT END LOADER WORK (ERSN & SEDM CONT)	HOUR	61	\$67.36	\$4,108.96
506-6038	TEMP SEDMT CONT FENCE (INSTALL)	LINEAR FOOT	39560	\$2.95	\$116,702.00
506-6039	TEMP SEDMT CONT FENCE (REMOVE)	LINEAR FOOT	39560	\$1.20	\$47,472.00
506-6041	BIODEG EROSN CONT LOGS (INSTL) (12")	LINEAR FOOT	28752	\$5.55	\$159,573.60
506-6043	BIODEG EROSN CONT LOGS (REMOVE)	LINEAR FOOT	28752	\$1.20	\$34,502.40
508-6001	CONSTRUCTING DETOURS	SQUARE YARD	4138	\$20.68	\$85,573.84
512-6001	PORT CTB (FUR & INST)(SGL SLOPE)(TY 1)	LINEAR FOOT	334	\$77.37	\$25,841.58
512-6049	PORT CTB (REMOVE)(SGL SLP)(TY 1)	LINEAR FOOT	64	\$2.58	\$165.12
514-6001	PERM CTB (SGL SLOPE) (TY 1) (42)	LINEAR FOOT	3458	\$66.79	\$230,959.82
514-6004	PERM CTB (SGL SLOPE) (TY 4) (42)	LINEAR FOOT	10	\$104.88	\$1,048.80
514-6005	PERM CTB (SGL SLOPE) (TY 1) (48)	LINEAR FOOT	10082	\$77.55	\$781,859.10
528-6004	LANDSCAPE PAVERS	SQUARE YARD	12727	\$46.80	\$595,623.60
529-6002	CONC CURB (TY II)	LINEAR FOOT	2084	\$12.50	\$26,050.00
529-6006	CONC CURB (MONO) (TY II A)	LINEAR FOOT	613	\$14.75	\$9,041.75

529-6024	CONC CURB (MOUNTABLE)	LINEAR FOOT	5026	\$13.00	\$65,338.00
529-6028	CONC CURB & GUTTER (TY B) (MOUNTABLE)	LINEAR FOOT	8121	\$13.75	\$111,663.75
529-6030	CONC CURB & GUTTER (VALLEY GUTTER)	LINEAR FOOT	640	\$28.00	\$17,920.00
529-6031	CONC CURB & GUTTER (VALLEY GUTTER) (48")	LINEAR FOOT	19219	\$45.00	\$864,855.00
530-6002	INTERSECTIONS (ACP)	SQUARE YARD	372	\$25.48	\$9,478.56
530-6005	DRIVEWAYS (ACP)	SQUARE YARD	7236	\$50.00	\$361,800.00
531-6001	CONC SIDEWALKS (4")	SQUARE YARD	341	\$38.25	\$13,043.25
531-6004	CURB RAMPS (TY 1)	EACH	8	\$1,100.00	\$8,800.00
531-6008	CURB RAMPS (TY 5)	EACH	1	\$1,100.00	\$1,100.00
531-6010	CURB RAMPS (TY 7)	EACH	3	\$1,100.00	\$3,300.00
531-6015	CURB RAMPS (TY 20)	EACH	26	\$1,100.00	\$28,600.00
538-6001	RIGHT OF WAY MARKERS	EACH	2	\$458.49	\$916.98
540-6001	MTL W-BEAM GD FEN (TIM POST)	LINEAR FOOT	45614	\$30.44	\$1,388,490.16
540-6006	MTL BEAM GD FEN TRANS (THRIE-BEAM)	EACH	96	\$1,958.82	\$188,046.72
540-6014	SHORT RADIUS	LINEAR FOOT	1295	\$34.94	\$45,247.30
540-6016	DOWNSTREAM ANCHOR TERMINAL SECTION	EACH	91	\$1,334.12	\$121,404.92
542-6001	REMOVE METAL BEAM GUARD FENCE	LINEAR FOOT	2988	\$0.95	\$2,838.60
543-6006	CABLE BARRIER SYSTEM (TL-4) (10'-0")	LINEAR FOOT	46203	\$17.47	\$807,166.41
543-6020	CABLE BARRIER TERMINAL SECTION (TL-4)	EACH	30	\$3,303.53	\$99,105.90
544-6001	GUARDRAIL END TREATMENT (INSTALL)	EACH	108	\$2,964.70	\$320,187.60
545-6001	CRASH CUSH ATTEN (INSTL)	EACH	9	\$37,228.22	\$335,053.98

550-6001	CHAIN LINK FENCE (INSTALL) (6')	LINEAR FOOT	65	\$116.47	\$7,570.55
550-6003	CHAIN LINK FENCE (REMOVE)	LINEAR FOOT	1562	\$7.41	\$11,574.42
550-6006	GATE (REMOVE)	EACH	1	\$1,588.23	\$1,588.23
556-6007	PIPE UNDERDRAINS (TY 7) (6")	LINEAR FOOT	21120	\$17.14	\$361,996.80
560-6007	MAILBOX INSTALL-S (WC-POST) TY 3	EACH	3	\$175.32	\$525.96
560-9001	MAILBOX INSTALL-M (WC-POST) TY 3	EACH	1	\$250.00	\$250.00
610-6104	IN RD IL (U/P) (TY 1) (150W EQ) LED	EACH	32	\$1,484.15	\$47,492.80
610-6106	IN RD IL (U/P) (TY 2) (150W EQ) LED	EACH	76	\$1,293.65	\$98,317.40
610-6188	IN RD IL (TY SP) 38S-4 (250W EQ) LED	EACH	3	\$5,301.35	\$15,904.05
610-6214	IN RD IL (TY SA) 40T-8 (250W EQ) LED	EACH	26	\$3,812.67	\$99,129.42
610-6215	IN RD IL (TY SA) 40T-8-8 (250W EQ) LED	EACH	81	\$4,393.17	\$355,846.77
610-6218	IN RD IL (TY SA) 40T-12 (250W EQ) LED	EACH	42	\$3,744.46	\$157,267.32
610-6259	IN RD IL (TY ST) 40T-12-12(250W EQ)LED	EACH	11	\$6,177.44	\$67,951.84
610-6261	IN RD IL (TY SP) 48S-4-4 (400W EQ) LED	EACH	4	\$6,222.91	\$24,891.64
610-6282	IN RD IL (TY SA) 50S-12 (400W EQ) LED	EACH	4	\$4,439.99	\$17,759.96
610-6290	IN RD IL (TY SA) 50T-12 (400W EQ) LED	EACH	26	\$4,696.78	\$122,116.28
613-6006	HI MST IL POLE (150 FT)(100 MPH)	EACH	10	\$67,535.62	\$675,356.20
614-6002	HI MST IL ASM (12-400W)(ASYM)(TY B)	EACH	5	\$31,143.18	\$155,715.90
614-6003	HI MST IL ASM (12-400W)(SYM)	EACH	5	\$31,143.18	\$155,715.90
618-6016	CONDT (PVC) (SCH 40) (1")	LINEAR FOOT	3298	\$9.45	\$31,166.10
618-6023	CONDT (PVC) (SCH 40) (2")	LINEAR FOOT	49972	\$10.44	\$521,707.68
618-6024	CONDT (PVC) (SCH 40) (2") (BORE)	LINEAR FOOT	4563	\$16.26	\$74,194.38
618-6029	CONDT (PVC) (SCH 40) (3")	LINEAR FOOT	707	\$13.93	\$9,848.51
618-6030	CONDT (PVC) (SCH 40) (3") (BORE)	LINEAR FOOT	320	\$21.76	\$6,963.20
618-6033	CONDT (PVC) (SCH 40) (4")	LINEAR FOOT	1393	\$17.95	\$25,004.35

618-6034	CONDT (PVC) (SCH 40) (4") (BORE)	LINEAR FOOT	1591	\$26.35	\$41,922.85
618-6046	CONDT (PVC) (SCH 80) (2")	LINEAR FOOT	6655	\$11.48	\$76,399.40
618-6047	CONDT (PVC) (SCH 80) (2") (BORE)	LINEAR FOOT	2545	\$19.88	\$50,594.60
618-6064	CONDT (RM) (1")	LINEAR FOOT	5661	\$26.04	\$147,412.44
618-6074	CONDT (RM) (3")	LINEAR FOOT	6800	\$95.41	\$648,788.00
620-6002	ELEC CONDR (NO.14) INSULATED	LINEAR FOOT	155515	\$0.56	\$87,088.40
620-6003	ELEC CONDR (NO.12) BARE	LINEAR FOOT	3509	\$0.75	\$2,631.75
620-6004	ELEC CONDR (NO.12) INSULATED	LINEAR FOOT	7018	\$0.73	\$5,123.14
620-6007	ELEC CONDR (NO.8) BARE	LINEAR FOOT	48044	\$0.75	\$36,033.00
620-6008	ELEC CONDR (NO.8) INSULATED	LINEAR FOOT	260663	\$1.19	\$310,188.97
620-6009	ELEC CONDR (NO.6) BARE	LINEAR FOOT	13884	\$1.24	\$17,216.16
620-6010	ELEC CONDR (NO.6) INSULATED	LINEAR FOOT	28088	\$1.40	\$39,323.20
620-6011	ELEC CONDR (NO.4) BARE	LINEAR FOOT	6691	\$1.73	\$11,575.43
620-6012	ELEC CONDR (NO.4) INSULATED	LINEAR FOOT	13412	\$1.99	\$26,689.88
620-6013	ELEC CONDR (NO.3) BARE	LINEAR FOOT	3045	\$5.18	\$15,773.10
620-6014	ELEC CONDR (NO.3) INSULATED	LINEAR FOOT	6090	\$3.06	\$18,635.40
621-6005	TRAY CABLE (4 CONDR) (12 AWG)	LINEAR FOOT	2761	\$2.22	\$6,129.42
621-6007	TRAY CABLE (4 CONDR) (8 AWG)	LINEAR FOOT	1899	\$4.93	\$9,362.07
624-6002	GROUND BOX TY A (122311)W/APRON	EACH	342	\$1,307.14	\$447,041.88

624-6010	GROUND BOX TY D (162922)W/APRON	EACH	55	\$1,481.80	\$81,499.00
625-6002	ZINC-COAT STL WIRE STRAND (3/16")	LINEAR FOOT	700	\$5.36	\$3,752.00
625-6004	ZINC-COAT STL WIRE STRAND (5/16")	LINEAR FOOT	1980	\$3.17	\$6,276.60
628-6044	ELC SRV TY A 240/480 060(NS)SS(E)PS(U)	EACH	1	\$7,456.08	\$7,456.08
628-6045	ELC SRV TY A 240/480 060(NS)SS(E)SP(O)	EACH	32	\$7,898.18	\$252,741.76
628-6145	ELC SRV TY D 120/240 060(NS)SS(E)SP(O)	EACH	5	\$6,333.27	\$31,666.35
628-6148	ELC SRV TY D 120/240 060(NS)SS(E)TS(O)	EACH	6	\$2,977.08	\$17,862.48
628-6252	ELC SRV TY D 120/240 100(NS)SS(N)TP(O)	EACH	41	\$5,254.12	\$215,418.92
628-9001	ELC SRV TY D 120/240 100(NS)SS(L)TP(O)	EACH	10	\$5,271.51	\$52,715.10
636-6001	ALUMINUM SIGNS (TY A)	SQUARE FOOT	94	\$19.73	\$1,854.62
636-6002	ALUMINUM SIGNS (TY G)	SQUARE FOOT	8347.25	\$27.30	\$227,879.93
636-6003	ALUMINUM SIGNS (TY O)	SQUARE FOOT	1564.75	\$35.52	\$55,579.92
644-6027	IN SM RD SN SUP&AM TYS80(1)SA(P)	EACH	324	\$661.06	\$214,183.44
644-6030	IN SM RD SN SUP&AM TYS80(1)SA(T)	EACH	185	\$825.26	\$152,673.10
644-6033	IN SM RD SN SUP&AM TYS80(1)SA(U)	EACH	34	\$916.96	\$31,176.64
644-6034	IN SM RD SN SUP&AM TYS80(1)SA(U- 1EXT)	EACH	3	\$1,130.20	\$3,390.60
644-6038	IN SM RD SN SUP&AM TYS80(1)SA(U- EXAL)	EACH	14	\$1,146.20	\$16,046.80
644-6051	IN SM RD SN SUP&AM TYS80(2)SA(P- EXAL)	EACH	2	\$2,367.03	\$4,734.06
644-6064	IN BRIDGE MNT CLEARANCE SGN ASSM(TY N)	EACH	20	\$1,919.21	\$38,384.20
644-6065	IN BRIDGE MNT CLEARANCE SGN ASSM(TY S)	EACH	12	\$1,919.21	\$23,030.52
644-6066	IN SM RD SN SUP&AM (RAIL MOUNT)	EACH	30	\$3,411.93	\$102,357.90

644-6076	REMOVE SM RD SN SUP&AM	EACH	61	\$63.97	\$3,902.17
647-6001	INSTALL LRSS (STRUCT STEEL)	POUND	28374	\$5.12	\$145,274.88
650-6028	INS OH SN SUP(30 FT BAL TEE)	EACH	4	\$57,239.87	\$228,959.48
650-6032	INS OH SN SUP(30 FT CANT)	EACH	13	\$49,930.57	\$649,097.41
650-6038	INS OH SN SUP(35 FT CANT)	EACH	4	\$71,168.85	\$284,675.40
650-6045	INS OH SN SUP(40 FT CANT)	EACH	1	\$54,066.34	\$54,066.34
650-6079	INS OH SN SUP(70 FT BRDG)	EACH	1	\$74,184.66	\$74,184.66
650-6139	INS OH SN SUP(130 FT BRDG)	EACH	8	\$182,459.95	\$1,459,679.60
658-6001	INSTL DEL ASSM (D-SW)SZ 1(F LX)GND	EACH	76	\$58.64	\$4,456.64
658-6013	INSTL DEL ASSM (D-SW)SZ (BRF)CTB	EACH	97	\$26.66	\$2,586.02
658-6014	INSTL DEL ASSM (D-SW)SZ (BRF)CTB (BI)	EACH	10	\$31.99	\$319.90
658-6018	INSTL DEL ASSM (D-SY)SZ 1(F LX)GND	EACH	43	\$58.64	\$2,521.52
658-6022	INSTL DEL ASSM (D-SY)SZ 1(F LX)GF2	EACH	90	\$53.31	\$4,797.90
658-6026	INSTL DEL ASSM (D-SY)SZ (BRF)CTB	EACH	42	\$26.66	\$1,119.72
658-6027	INSTL DEL ASSM (D-SY)SZ (BRF)CTB (BI)	EACH	56	\$26.66	\$1,492.96
658-6036	INSTL DEL ASSM (D-DW)SZ 1(F LX)GND	EACH	32	\$69.31	\$2,217.92
658-6048	INSTL OM ASSM (OM-2Z)(F LX)GND	EACH	116	\$58.64	\$6,802.24
658-6061	INSTL DEL ASSM (D-SW)SZ 1(BRF)GF2	EACH	150	\$38.38	\$5,757.00
658-6062	INSTL DEL ASSM (D-SW)SZ 1(BRF)GF2(BI)	EACH	221	\$42.65	\$9,425.65
658-6064	INSTL DEL ASSM (D-SY)SZ 1(BRF)GF2	EACH	141	\$42.65	\$6,013.65
658-6067	INSTL DEL ASSM (D-DW)SZ 1(BRF)GF2	EACH	42	\$42.65	\$1,791.30
658-9001	INSTL DEL ASSM (D-DW)SZ (BRF)CTB	EACH	18	\$106.62	\$1,919.16
662-6004	WK ZN PAV MRK NON-REMOV (W)4"(SLD)	LINEAR FOOT	13612	\$0.40	\$5,444.80
662-6034	WK ZN PAV MRK NON-REMOV (Y)4"(SLD)	LINEAR FOOT	13612	\$0.40	\$5,444.80
662-6050	WK ZN PAV MRK REMOV (REFL) TY II-A-A	EACH	323	\$4.00	\$1,292.00
662-6063	WK ZN PAV MRK REMOV (W)4"(SLD)	LINEAR FOOT	20292	\$0.55	\$11,160.60

662-6095	WK ZN PAV MRK REMOV (Y)4"(SLD)	LINEAR FOOT	29032	\$0.55	\$15,967.60
662-6109	WK ZN PAV MRK SHT TERM (TAB)TY W	EACH	16678	\$0.98	\$16,344.44
662-6111	WK ZN PAV MRK SHT TERM (TAB)TY Y-2	EACH	7121	\$1.00	\$7,121.00
666-6006	REFL PAV MRK TY I (W)4"(DOT)(100MIL)	LINEAR FOOT	362	\$0.32	\$115.84
666-6033	REFL PAV MRK TY I (W)8"(LNDP)(100MIL)	LINEAR FOOT	117	\$1.00	\$117.00
666-6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LINEAR FOOT	42481	\$0.70	\$29,736.70
666-6039	REFL PAV MRK TY I (W)12"(LNDP)(100MIL)	LINEAR FOOT	175	\$1.50	\$262.50
666-6042	REFL PAV MRK TY I (W)12"(SLD)(100MIL)	LINEAR FOOT	4379	\$1.05	\$4,597.95
666-6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LINEAR FOOT	2306	\$3.00	\$6,918.00
666-6138	REFL PAV MRK TY I (Y)8"(SLD)(100MIL)	LINEAR FOOT	1514	\$1.00	\$1,514.00
666-6141	REFL PAV MRK TY I (Y)12"(SLD)(100MIL)	LINEAR FOOT	1465	\$1.50	\$2,197.50
666-6147	REFL PAV MRK TY I (Y)24"(SLD)(100MIL)	LINEAR FOOT	3248	\$3.00	\$9,744.00
666-6159	RE PV MRK TY I(BLACK)4"(SHADOW)(100MIL)	LINEAR FOOT	41650	\$0.90	\$37,485.00
666-6224	PAVEMENT SEALER 4"	LINEAR FOOT	470953	\$0.10	\$47,095.30
666-6226	PAVEMENT SEALER 8"	LINEAR FOOT	39979	\$0.20	\$7,995.80
666-6228	PAVEMENT SEALER 12"	LINEAR FOOT	5571	\$0.30	\$1,671.30
666-6230	PAVEMENT SEALER 24"	LINEAR FOOT	1045	\$0.60	\$627.00
666-6231	PAVEMENT SEALER (ARROW)	EACH	40	\$4.00	\$160.00
666-6232	PAVEMENT SEALER (WORD)	EACH	38	\$4.00	\$152.00
666-6234	PAVEMENT SEALER (DBL ARROW)	EACH	14	\$6.00	\$84.00

666-6236	PAVEMENT SEALER (UTURN ARROW)	EACH	9	\$6.00	\$54.00
666-6243	PAVEMENT SEALER (YLD TRI)	EACH	62	\$2.00	\$124.00
666-6300	RE PM W/RET REQ TY I (W)4"(BRK)(100MIL)	LINEAR FOOT	34535	\$0.35	\$12,087.25
666-6303	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	LINEAR FOOT	237996	\$0.32	\$76,158.72
666-6312	RE PM W/RET REQ TY I (Y)4"(BRK)(100MIL)	LINEAR FOOT	590	\$0.45	\$265.50
666-6315	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	LINEAR FOOT	230623	\$0.32	\$73,799.36
668-6019	PREFAB PAV MRK TY B (W)(ARROW)	EACH	28	\$600.00	\$16,800.00
668-6020	PREFAB PAV MRK TY B (W)(DBL ARROW)	EACH	32	\$875.00	\$28,000.00
668-6022	PREFAB PAV MRK TY B (W)(UTURN ARROW)	EACH	3	\$925.00	\$2,775.00
668-6027	PREFAB PAV MRK TY B (W)(WORD)	EACH	30	\$850.00	\$25,500.00
668-6077	PREFAB PAV MRK TY C (W) (ARROW)	EACH	32	\$200.00	\$6,400.00
668-6078	PREFAB PAV MRK TY C (W) (DBL ARROW)	EACH	4	\$350.00	\$1,400.00
668-6080	PREFAB PAV MRK TY C (W) (UTURN ARROW)	EACH	6	\$400.00	\$2,400.00
668-6085	PREFAB PAV MRK TY C (W) (WORD)	EACH	38	\$300.00	\$11,400.00
668-6092	PREFAB PAV MRK TY C (W) (36")(YLD TRI)	EACH	62	\$25.00	\$1,550.00
672-6006	REFL PAV MRKR TY I-A	EACH	734	\$3.25	\$2,385.50
672-6007	REFL PAV MRKR TY I-C	EACH	590	\$3.25	\$1,917.50
672-6008	REFL PAV MRKR TY I-R	EACH	140	\$3.25	\$455.00
672-6009	REFL PAV MRKR TY II-A-A	EACH	1413	\$3.25	\$4,592.25
672-6010	REFL PAV MRKR TY II-C-R	EACH	4110	\$3.25	\$13,357.50
677-6001	ELIM EXT PAV MRK & MRKS (4")	LINEAR FOOT	19986	\$0.20	\$3,997.20
677-6003	ELIM EXT PAV MRK & MRKS (8")	LINEAR FOOT	50	\$0.60	\$30.00
677-6007	ELIM EXT PAV MRK & MRKS (24")	LINEAR FOOT	192	\$1.20	\$230.40

678-6001	PAV SURF PREP FOR MRK (4")	LINEAR FOOT	470953	\$0.08	\$37,676.24
678-6004	PAV SURF PREP FOR MRK (8")	LINEAR FOOT	39979	\$0.16	\$6,396.64
678-6006	PAV SURF PREP FOR MRK (12")	LINEAR FOOT	5571	\$0.24	\$1,337.04
678-6008	PAV SURF PREP FOR MRK (24")	LINEAR FOOT	1045	\$0.48	\$501.60
678-6009	PAV SURF PREP FOR MRK (ARROW)	EACH	40	\$0.65	\$26.00
678-6010	PAV SURF PREP FOR MRK (DBL ARROW)	EACH	14	\$0.65	\$9.10
678-6012	PAV SURF PREP FOR MRK (UTURN ARR)	EACH	9	\$0.65	\$5.85
678-6016	PAV SURF PREP FOR MRK (WORD)	EACH	46	\$0.65	\$29.90
678-6023	PAV SURF PREP FOR MRK (36")(YLD TRI)	EACH	62	\$0.65	\$40.30
678-6033	PAV SURF PREP FOR MRK (RPM)	EACH	4220	\$0.65	\$2,743.00
680-6001	INSTALL HWY TRF SIG (FLASH BEACON)	EACH	6	\$6,086.76	\$36,520.56
680-6003	INSTALL HWY TRF SIG (SYSTEM)	EACH	5	\$22,702.60	\$113,513.00
682-6001	VEH SIG SEC (12")LED(GRN)	EACH	59	\$244.16	\$14,405.44
682-6002	VEH SIG SEC (12")LED(GRN ARW)	EACH	7	\$260.21	\$1,821.47
682-6003	VEH SIG SEC (12")LED(YEL)	EACH	83	\$246.84	\$20,487.72
682-6004	VEH SIG SEC (12")LED(YEL ARW)	EACH	7	\$250.85	\$1,755.95
682-6005	VEH SIG SEC (12")LED(RED)	EACH	71	\$244.16	\$17,335.36
682-6006	VEH SIG SEC (12")LED(RED ARW)	EACH	8	\$250.85	\$2,006.80
682-6018	PED SIG SEC (LED)(COUNTDOWN)	EACH	10	\$395.30	\$3,953.00
682-6021	BACK PLATE (12")(1 SEC)	EACH	14	\$276.40	\$3,869.60
682-6023	BACK PLATE (12")(3 SEC)	EACH	59	\$287.11	\$16,939.49
682-6024	BACK PLATE (12")(4 SEC)	EACH	3	\$305.83	\$917.49
684-6010	TRF SIG CBL (TY A)(12 AWG)(5 CONDR)	LINEAR FOOT	9392	\$2.69	\$25,264.48
684-6012	TRF SIG CBL (TY A)(12 AWG)(7 CONDR)	LINEAR FOOT	1666	\$3.37	\$5,614.42

684-6027	TRF SIG CBL (TY A)(14 AWG)(1 CONDR)	LINEAR FOOT	926	\$1.66	\$1,537.16
684-6028	TRF SIG CBL (TY A)(14 AWG)(2 CONDR)	LINEAR FOOT	9867	\$1.67	\$16,477.89
686-6019	INS TRF SIG PL AM (S)STR(TY D)	EACH	4	\$8,916.13	\$35,664.52
686-6020	INS TRF SIG PL AM (S)STR(TY D)LUM	EACH	20	\$10,765.94	\$215,318.80
686-6033	INS TRF SIG PL AM(S)1 ARM(32')	EACH	1	\$11,193.10	\$11,193.10
686-6042	INS TRF SIG PL AM(S)1 ARM(40')ILSN	EACH	1	\$15,833.46	\$15,833.46
686-6045	INS TRF SIG PL AM(S)1 ARM(44')	EACH	4	\$13,888.69	\$55,554.76
686-6047	INS TRF SIG PL AM(S)1 ARM(44')LUM	EACH	4	\$17,094.76	\$68,379.04
686-6055	INS TRF SIG PL AM(S)1 ARM(50')LUM	EACH	5	\$34,343.59	\$171,717.95
686-6059	INS TRF SIG PL AM(S)1 ARM(55')LUM	EACH	2	\$35,472.47	\$70,944.94
687-6001	PED POLE ASSEMBLY	EACH	6	\$1,929.67	\$11,578.02
688-6001	PED DETECT PUSH BUTTON (APS)	EACH	10	\$849.47	\$8,494.70
688-6004	VEH LP DETECT (SAWCUT)	LINEAR FOOT	7593	\$13.55	\$102,885.15
690-6100	REMOVE TRAFFIC SIGNAL	EACH	1	\$1,534.00	\$1,534.00
772-6001	POST AND CABLE FENCE (REMOVAL)	LINEAR FOOT	156	\$10.59	\$1,652.04
786-6001	CARBON FIBER REINF POLYMER PROTECTION	SQUARE FOOT	1630	\$52.77	\$86,015.10
1007-6001	IRRIGATION GATE (18")	EACH	8	\$10,000.00	\$80,000.00
1007-6002	IRRIGATION GATE (30")	EACH	1	\$13,000.00	\$13,000.00
1007-6005	IRRIGATION WELL (30")	EACH	3	\$7,500.00	\$22,500.00
1007-6007	IRRIGATION VALVE (12")	EACH	15	\$5,000.00	\$75,000.00
1007-6008	IRRIGATION WELL (48")	EACH	1	\$6,500.00	\$6,500.00
1007-6009	IRRIGATION WELL (36")	EACH	10	\$6,000.00	\$60,000.00
1007-6013	IRRIGATION GATE (15")	EACH	11	\$8,500.00	\$93,500.00
1007-9005	IRRIGATION WELL (TYPE A)	EACH	3	\$135,000.00	\$405,000.00
1007-9006	IRRIGATION GATE (12")	EACH	1	\$8,000.00	\$8,000.00
1007-9009	ALFALFA VALVE (18")	EACH	3	\$6,500.00	\$19,500.00
1007-9011	ALFALFA VALVE (12")	EACH	3	\$2,000.00	\$6,000.00

1007-9012	IRRIGATION VALVE (21")	EACH	1	\$15,000.00	\$15,000.00
1007-9013	IRRIGATION GATE	EACH	2	\$8,750.00	\$17,500.00
1007-9014	IRRIGATION WELL (54")	EACH	1	\$10,500.00	\$10,500.00
1008-6001	PRSSR IRRIG PVC PIPE (18")	LINEAR FOOT	6760	\$70.00	\$473,200.00
1008-6002	PRSSR IRRIG PVC PIPE (24")	LINEAR FOOT	343	\$100.00	\$34,300.00
1008-6005	PRSSR IRRIG PVC PIPE (30")	LINEAR FOOT	604	\$125.00	\$75,500.00
1008-6006	PRSSR IRRIGATION PVC PIPE (15")	LINEAR FOOT	2008	\$52.00	\$104,416.00
1008-9001	PRSSR IRRIG (PVC) PIPE (21")	LINEAR FOOT	300	\$85.00	\$25,500.00
1008-9002	PRSSR IRRIG (PVC) PIPE (36")	LINEAR FOOT	1162	\$165.58	\$192,403.96
4024-6002	RC LOW HEAD PRSSR PIPE (CL III)(18")	LINEAR FOOT	5	\$2,210.00	\$11,050.00
4024-6005	RC LOW HEAD PRSSR PIPE (CL III)(36")	LINEAR FOOT	740	\$170.00	\$125,800.00
4024-9001	RC LOW HEAD PRSSR PIPE (CL III) (15")	LINEAR FOOT	12	\$125.00	\$1,500.00
4024-9002	RC LOW HEAD PRSSR PIPE (CL III) (48")	LINEAR FOOT	742	\$195.00	\$144,690.00
4024-9003	RC LOW HEAD PRSSR PIPE (CL III) (60")	LINEAR FOOT	1265	\$265.00	\$335,225.00
4024-9004	RC LOW HEAD PRSSR PIPE (CL III) (72")	LINEAR FOOT	3221	\$320.00	\$1,030,720.00
4024-9006	RC LOW HEAD PRSSR PIPE (CL V) (48")	LINEAR FOOT	428	\$215.00	\$92,020.00
4075-9001	WICK DRAINS	LINEAR FOOT	270835	\$7.99	\$2,163,971.65
5000-6001	GEOGRID REINFORCE EMBANKMENTS (TY A)	SQUARE YARD	40347	\$0.99	\$39,943.53
5002-6005	WATER MAIN PIPE (PVC)(12IN)(DR18)(C900)	LINEAR FOOT	440	\$80.00	\$35,200.00
5002-9001	WATER MAIN PIPE (PVC)(24IN) (DR18)(C900)	LINEAR FOOT	420	\$250.00	\$105,000.00

5002-9002	18" GATE VALVE & BOX	EACH	4	\$16,000.00	\$64,000.00
5002-9003	24" GATE VALVE & BOX	EACH	2	\$26,500.00	\$53,000.00
5002-9004	WATER MAIN PIPE (PVC)(18IN)(DR18)(C900)	LINEAR FOOT	308	\$140.00	\$43,120.00
5002-9005	12 IN 45 DEG MJ BENDS	EACH	13	\$1,250.00	\$16,250.00
6003-6001	ITS SYSTEM SUPPORT EQUIPMENT	LUMP SUM	1	\$25,972.83	\$25,972.83
6007-6014	FIBER OPTIC CBL (SNGLE-MODE)(48 FIBER)	LINEAR FOOT	17340	\$2.45	\$42,483.00
6007-6017	FIBER OPTIC CBL (SNGLE-MODE)(144 FIBER)	LINEAR FOOT	156200	\$3.31	\$517,022.00
6007-6020	FIBER OPTIC PIGTAIL (12 FIBER)	LINEAR FOOT	24905	\$1.87	\$46,572.35
6007-6021	FIBER OPTIC SPLICE ENCLOSURE	EACH	165	\$2,234.97	\$368,770.05
6007-6022	FIBER OPTIC PATCH PANEL (6 POSITION)	EACH	79	\$1,118.43	\$88,355.97
6007-6023	FIBER OPTIC PATCH PANEL (12 POSITION)	EACH	14	\$1,326.21	\$18,566.94
6007-6094	FIBER OPTIC FUSION SPLICE	EACH	2842	\$61.72	\$175,408.24
6008-6027	ITS GRND MNT CAB (TY 4) (CONF 2)	EACH	11	\$12,288.80	\$135,176.80
6008-6043	ITS GRND MNT CAB (TY 6) (CONF 2)	EACH	2	\$17,555.75	\$35,111.50
6010-6004	CCTV MOUNT (POLE)	EACH	20	\$397.24	\$7,944.80
6010-6008	CCTV MOUNT (PENDANT)	EACH	16	\$397.24	\$6,355.84
6016-6006	ITS MULTI-DUCT CND (PVC-40)	LINEAR FOOT	135055	\$42.31	\$5,714,177.05
6016-6009	ITS MULTI-DUCT CND (PVC-40)(STL ENCSE)	LINEAR FOOT	150	\$163.39	\$24,508.50
6016-6010	ITS MULTI-DUCT CND (PVC-80)	LINEAR FOOT	10905	\$43.61	\$475,567.05
6016-6011	ITS MULTI-DUCT CND (PVC-80)(BORE)	LINEAR FOOT	595	\$34.14	\$20,313.30
6016-6013	ITS MULTI-DUCT CND (RMC)	LINEAR FOOT	7055	\$166.00	\$1,171,130.00
6016-6015	FIBER OPTIC CABLE ROAD MARKER	EACH	403	\$126.44	\$50,955.32
6016-9001	ITS MULTI-DUCT CND (PVC-40)(STL ENCSE)	LINEAR FOOT	2515	\$145.63	\$366,259.45

6025-6001	RADAR PRESENCE DETECTOR	EACH	4	\$8,284.25	\$33,137.00
6029-6001	RADAR VEHICLE SENSING DEVICE	EACH	43	\$10,518.56	\$452,298.08
6057-6001	RADAR ADVANCED DETECTION DEVICE	EACH	4	\$8,284.25	\$33,137.00
6062-6005	ITS RADIO (SNGL)(900 MHZ)-C-O	EACH	1	\$2,882.06	\$2,882.06
6062-6006	ITS RADIO (SNGL)(900 MHZ)-C-U	EACH	3	\$2,835.25	\$8,505.75
6064-6003	ITS POLE (20 FT)(130 MPH)	EACH	25	\$11,160.82	\$279,020.50
6064-6048	ITS POLE (55 FT)(130 MPH)	EACH	21	\$23,762.16	\$499,005.36
6064-6084	ITS POLE MNT CAB (TY 2)(CONF 2)	EACH	69	\$7,238.62	\$499,464.78
6120-6001	DEAD END ROADWAY BARRICADE	LINEAR FOOT	24	\$50.70	\$1,216.80
6186-6006	ITS GND BOX(PCAST) TY 1 (243660)W/APRN	EACH	238	\$5,702.91	\$1,357,292.58
6186-6012	ITS GND BOX(PCAST) TY 2 (366060)W/APRN	EACH	165	\$8,409.87	\$1,387,628.55
7031-9001	BY-PASS PUMPING (IRRIGATION CANAL)	LUMP SUM	2	\$604,421.32	\$1,208,842.64
HCRMA 3541-01-01	EXCAVATION	CUBIC YARD	31290	\$2.84	\$88,863.60
HCRMA 3541-01-02	COMPACTED FILL	CUBIC YARD	587256	\$7.13	\$4,187,135.28
HCRMA 3541-01-03	TOP SOIL	CUBIC YARD	25115	\$2.91	\$73,084.65
HCRMA 6065-08-01	GATEWELL STRUCTURE	EACH	3	\$100,000.00	\$300,000.00
HCRMA 6068-09-01	SLUICE GATE	EACH	2	\$75,000.00	\$150,000.00
HCRMA 9079-90-01	VEHICULAR GATE	EACH	2	\$5,000.00	\$10,000.00
HCRMA-ITS-01-1	TRAFF MGT CENTER ELECTRONICS & SOFTWARE	LUMP SUM	1	\$156,561.68	\$156,561.68
HCRMA-ITS-02-1	CCTV ITS POLE FIELD EQUIPMENT (DIGITAL)	EACH	20	\$6,867.91	\$137,358.20
HCRMA-ITS-02-2	CCTV DOME TRAFFIC SIGNAL POLE FIELD EQUIP (DIGITAL)	EACH	16	\$5,717.64	\$91,482.24
HCRMA-ITS-03	LIGHTNING PROTECTION	LUMP SUM	18	\$15,399.55	\$277,191.90

HCRMA-ITS-04-01	BLUETOOTH DETECTION SYSTEM (SINGLE LANE)	EACH	27	\$7,541.24	\$203,613.48
HCRMA-ITS-04-02	BLUETOOTH DETECTION SYSTEM (MULTIPLE LANES)	EACH	4	\$7,541.25	\$30,165.00
HCRMA-ITS-05-1	LED DYNAMIC MESSAGE SIGN FULL MATRIX FIELD EQUIP	EACH	4	\$138,414.99	\$553,659.96
HCRMA-ITS-07-1	ITS SYSTEM INTEGRATION	LUMP SUM	1	\$25,971.80	\$25,971.80
409-6004	PRESTR CONC PIL (24 IN SQ)	LINEAR FOOT	924	\$172.79	\$159,657.96
464-6061	RC PIPE (CL IV) (30") (SPL)	LINEAR FOOT	249	\$88.64	\$22,071.36
Subtotal: \$295,932,420.25					



HCRMA BID #2021-001 FOR THE
365 TOLLWAY SEGMENTS 1 AND 2
CONTRACT NO.: 0921-02-368

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E. BID

To: Hidalgo County Regional Mobility Authority
Attn: Pilar Rodriguez, P.E.
203 W. Newcombe Ave,
Pharr, Texas 78577

Directors:

I/we, the undersigned, declare:

1. that I/we have carefully examined the Plans, Standard Specifications, Special Provisions, and all other documents pertaining to this Contract which form a part of this Bid as if set forth at length herein;
2. that I/we understand that the quantities of items shown herein below are approximate only;
3. that I/we have examined the location of the proposed work;
4. that I/we agree to bind myself/ ourselves, upon award to me/us by Hidalgo County Regional Mobility Authority under this Bid, to enter into and execute a Contract, with the necessary bonds, for the project named above;
5. that I/we agree to start work not later than the date stated in the written Notice to Proceed, to furnish all necessary materials, provide all necessary labor, equipment, tools and plant, pay for all required insurance, bonds, permits, fees and service, and do all required work in strict compliance with the terms of all documents comprising said Contract, and to substantially complete the entire project within one thousand two hundred sixty four (1264) calendar days after initial notice to proceed (NTP) and up to an additional sixty (60) calendar days for Final Acceptance; and
6. that I/we agree to accept as full compensation for the satisfactory prosecution of this project the attached unit price bid resulting in the Official Total Bid Amount for the various scheduled items of work.



HCRMA BID #2021-001 FOR THE
365 TOLLWAY SEGMENTS 1 AND 2
CONTRACT NO.: 0921-02-368

The quantities shown in the electronic schedule of items (provided in the online bid system hosted by CivCAST on behalf of the Authority) are derived from the estimate and quantity (E&Q) sheets contained in the final construction plans. Hidalgo County Regional Mobility Authority may increase or decrease the amount of any item or portion of the work as may be deemed necessary or expedient. Any increase or decrease in the amount of any item or portion of work will be added or deducted from the total contract bid price on the basis of the unit price provided and the associated quantity for that specific item or work. Hidalgo County Regional Mobility Authority reserves the right to delete, in whole or in part, without prejudice prior to the award of the Contract, any items listed in the Bid.

The cost of any work performed, materials furnished, services provided or expenses incurred, whether or not specifically delineated in the Contract document but which are incidental to the scope, intent and completion of this Contract, have been included in the price Bid for the various items scheduled hereinabove.

Accompanying this Bid is a Bid Guaranty consisting of either a Bid Guaranty Check in the amount of at least five percent (5%) of the Total Bid Amount or a Bid Bond (on the form provided) in the amount of at least five percent (5%) of the Total Bid Amount. The Bid Guarantee Check is a cashier's check, money order, or teller's check issued by a state or national bank, savings and loan association, or a state or federally chartered credit union and made payable to Hidalgo County Regional Mobility Authority. The Bid Guarantee Check is dated on or before the letting date and is less than ninety (90) days old. It is hereby understood and agreed that said check or bond is to be forfeited as liquidated damages in the event that, on the basis of this Bid, Hidalgo County Regional Mobility Authority should award this Contract to me/us and that I/we should fail to execute and deliver said Contract and the prescribed Contract Bond, together with the required progress schedule, proof of proper insurance coverage and other necessary documents, all within the fifteen (15) calendar days after award of the contract; otherwise, said check or bond is to be returned to the undersigned.



HCRMA BID #2021-001 FOR THE
365 TOLLWAY SEGMENTS 1 AND 2
CONTRACT NO.: 0921-02-368

BIDDER'S CHECK RETURN

IMPORTANT

The space provided for the return address must be completed to facilitate the return of your Bidder's check. Care must be taken to provide a legible, accurate, and complete return address, including zip code. A copy of this sheet should be used for each different return address.

NOTE

Successful Bidder will receive their guaranty check(s) with the executed contract.

RETURN BIDDER'S CHECK TO (PLEASE PRINT):

IMPORTANT

PLEASE RETURN THIS SHEET IN ITS ENTIRETY

Please acknowledge receipt of this check(s) at your earliest convenience by signing below in longhand, in ink, and returning this acknowledgement in the enclosed self-addressed envelope.

Check Received By: _____

Date: _____

Title: _____

For (Contractor's Name): _____

Project _____



HCRMA BID #2021-001 FOR THE
365 TOLLWAY SEGMENTS 1 AND 2
CONTRACT NO.: 0921-02-368

Business Name of Bidder PULICE CONSTRUCTION, INC.

Type of Organization: Individual ☐
Partnership ☐
Corporation ☒
Company ☐

Texas Business Entity Registration No.: 18602595532

Or

Texas Foreign Entity Registration No.: _____

Address of Bidder: 8660 E Hartford Drive, Suite 305 Scottsdale, AZ 85255

Signature of Authorized Representative: _____

Title: PRESIDENT

Date: 10/07/2021

Witness or Attest _____

(Affix C



NOTE:

1. ONLY A TXDOT PREQUALIFIED BIDDER MAY USE THIS BIDDING FORM. BIDDING FORMS ARE NOT TRANSFERABLE.
2. REFER TO SPECIFICATION ITEM 2L: SECTION 2 "ELIGIBILITY OF BIDDERS" FOR DEFINITION OF PREQUALIFICATION.
3. IF BIDDER IS A JOINT VENTURE, **EACH MEMBER OF THE JOINT VENTURE MUST SEPARATELY COMPLETE AND SIGN THIS BID.**



F. ATTACHMENTS

ATTACHMENT A – BIDDER CERTIFICATE

The undersigned certifies that the Bid prices contained in this Bid have been carefully checked and are submitted as correct and final and if NTP is issued within one hundred sixty (160) days of bid opening, agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications; provided, that Bid prices shall not be guaranteed for more than one hundred sixty (160) days.

BEFORE ME, the undersigned authority, A Notary Public in and for the State of
TEXAS this day Personally appeared VICTOR JIMENEZ

who, after having first been duly sworn, upon oath did depose and say; That the foregoing Bid submitted by PULICE CONSTRUCTION, INC. hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said Bid has been duly authorized to execute the same. Bidder affirms that it is duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this Bid in collusion with any other separate Bidder. The Bidder further affirms that Bidder is not a member of any trust, pool, or combination to control the price of products or services Bid on, or to influence any person to Bid or not to Bid thereon. The Bidder additionally affirms that the Bidder has not given, offered to give, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discounts, trip, favor, or service to a public servant in connection with the submitted Bid. Finally, the Bidder affirms that the contents of this Bid as to prices, terms or conditions of said Bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this Bid.



HCRMA BID #2021-001 FOR THE
365 TOLLWAY SEGMENTS 1 AND 2
CONTRACT NO.: 0921-02-368

Name and Address of Bidder:

VICTOR JIMINEZ

Phone Number (602) 944.2241

8660 E HARTFORD DRIVE, SUITE 305

Fax Number (602) 943.4697

SCOTTSDALE, AZ 85255

Email vmjimenez@pulice.com

Signature

Name: VICTOR JIMENEZ

Title: PRESIDENT

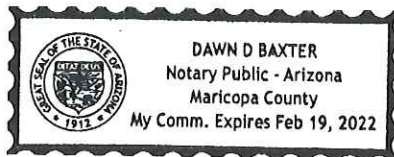
SWORN TO AND SUBSCRIBE BEFORE ME THIS 7th day of October 2021.

Dawn D Baxter

Arizona

Notary Public in and for County

State



THIS FORM MUST BE RETURNED WITH YOUR BID

THIS FORM MUST BE SUBMITTED BY ALL JOINT VENTURE MEMBERS.



ATTACHMENT B – NO CONTACT CERTIFICATE

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY EXPRESSLY REQUESTS THAT BIDDERS NOT DISCUSS THIS ENGAGEMENT OR THIS BIDDER'S PLANS, EXPERIENCE OR CREDENTIALS WITH OTHER BIDDERS OR ANY HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY BOARD MEMBER, OR ANY EVALUATION COMMITTEE MEMBER APPOINTED BY THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY. EXCLUDED ARE PRE-BID OR DBE CONFERENCES, EVALUATION COMMITTEE SCHEDULED BIDDER PRESENTATIONS OR BIDDER INTERVIEWS, OR EVALUATION COMMITTEE SCHEDULED EQUIPMENT OR SERVICES DEMONSTRATIONS.

Since 08/01/2021 has any individual with the Bidder submitting this Proposal/Bid/Response made any contact with any HCRMA Board Member (listed on the next page), or an Evaluation Committee member (listed on the next page) concerning this Invitation to Bid, other than questions to the General Engineering Consultant?

NO

Since 08/01/2021 has any individual with the Bidder submitting this Proposal/Bid/Response made any contact with any other Bidder concerning this Invitation to Bid?

NO



HCRMA BID #2021-001 FOR THE
365 TOLLWAY SEGMENTS 1 AND 2
CONTRACT NO.: 0921-02-368

Signature of person submitting this Bid: _____

Date: 10/07/2021

Hidalgo County Regional Mobility Authority Board Members:

S. David DeAnda - Chairman

Forrest Runnels - Vice Chairman

Joaquin Spamer - Director

Alonzo Cantu - Director

Paul S. Moxley - Director

Francisco "Frank" Pardo - Director

Ezequiel Reyna, Jr. – Secretary/Treasurer

Evaluation Committee Members:

Pilar Rodriguez, PE – HCRMA, Executive Director

Eric Davila, PE, PMP, CCM – HCRMA, Chief Development Engineer

Ramon Navarro, IV, PE, CFM – HCRMA, Chief Construction Engineer

Celia Gaona, CIA – HCRMA, Chief Auditor / Compliance Officer

Samuel Saldivar, Jr., PE – HDR, Engineering, Inc., General Engineering Consultant

THIS FORM MUST BE RETURNED WITH YOUR BID

THIS FORM MUST BE SUBMITTED BY ALL TEAM / JOINT VENTURE MEMBERS.



HCRMA BID #2021-001 FOR THE
365 TOLLWAY SEGMENTS 1 AND 2
CONTRACT NO.: 0921-02-368

ATTACHMENT C – DELINQUENT TAX QUESTIONNAIRE

BIDDER represents and warrants that BIDDER, including any of its partners, members, or owners, is not delinquent in the payment of any taxes owed to Hidalgo County or the State of Texas.

Signature of person submitting this Bid

Date: 10/07/2021

THIS FORM MUST BE RETURNED WITH YOUR BID

THIS FORM MUST BE SUBMITTED BY ALL TEAM / JOINT VENTURE MEMBERS.



HCRMA BID #2021-001 FOR THE
365 TOLLWAY SEGMENTS 1 AND 2
CONTRACT NO.: 0921-02-368

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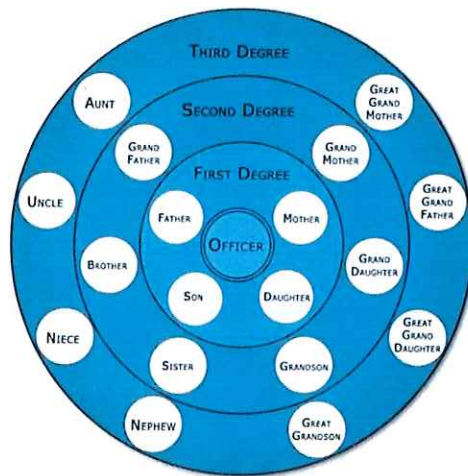
HCRMA BID #2021-001 FOR THE
365 TOLLWAY SEGMENTS 1 AND 2
CONTRACT NO.: 0921-02-368

ATTACHMENT D – CONFLICT OF INTEREST QUESTIONNAIRE

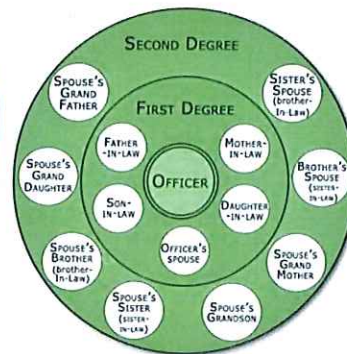
CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold;">OFFICE USE ONLY</div> <div style="border: 1px solid black; padding: 2px;">Date Received</div>	
<div style="border: 1px solid black; padding: 2px;"> 1 Name of vendor who has a business relationship with local governmental entity. <div style="text-align: center;">NONE</div> </div>	<div style="border: 1px solid black; padding: 2px;"> 2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.) </div>	
<div style="border: 1px solid black; padding: 2px;"> 3 Name of local government officer about whom the information is being disclosed. <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">NONE</div> <div style="border-bottom: 1px solid black; flex-grow: 1; text-align: center;">Name of Officer</div> </div> </div>		
<div style="border: 1px solid black; padding: 2px;"> 4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. <div style="text-align: center; margin-top: 20px;">NONE</div> <div style="margin-top: 20px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div> </div>		
<div style="border: 1px solid black; padding: 2px;"> 5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. <div style="text-align: center;">NONE</div> </div>		
<div style="border: 1px solid black; padding: 2px;"> 6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1). </div>		
<div style="border: 1px solid black; padding: 2px;"> <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="width: 60%;"> 7 <div style="border-top: 1px solid black; margin-top: 5px;">Signature of vendor doing business with the governmental entity</div> </div> <div style="width: 35%; text-align: center;"> <div style="font-size: 1.5em; margin-bottom: 5px;">10/07/2021</div> <div style="border-top: 1px solid black; margin-top: 5px;">Date</div> </div> </div> </div>		

8. Does any individual with the Bidder have any business relationship with any Hidalgo County Regional Mobility Authority Board Member, Official or employee within the third degree of Consanguinity kinship or the second degree of Affinity kinship (as defined by Texas Local Government Code, Section 573.021 and the Consanguinity and Affinity Relationship Chart below)? YES ☐ / NO ☒

IF DISCLOSING: BIDDER MUST ALSO FILE WITH THE COUNTY CLERK'S OFFICE AS THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY WILL NOT BE FILING ON THE BIDDER'S BEHALF.



CONSANGUINITY KINSHIP
Relationship by Blood



AFFINITY KINSHIP
Relationship by Marriage

Signature of person submitting this Bid:



Date: 10/07/2021

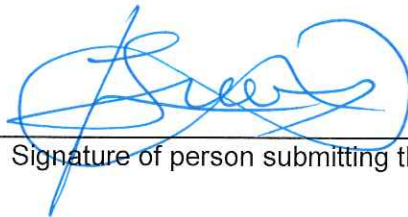
THIS FORM MUST BE RETURNED WITH YOUR BID
THIS FORM MUST BE SUBMITTED BY ALL TEAM / JOINT VENTURE MEMBERS.



HCRMA BID #2021-001 FOR THE
365 TOLLWAY SEGMENTS 1 AND 2
CONTRACT NO.: 0921-02-368

ATTACHMENT E – ADDITIONAL CONFLICT OF INTEREST INFORMATION

1. Business Relationships: The Hidalgo County Regional Mobility Authority (HCRMA) has adopted a conflict of interest policy which generally requires disclosure of any business relationships with HCRMA board members or key personnel, as designated on the Authority's website. The Conflict of Interest Policy, the list of Board Members and Key Personnel, and the Conflict of Interest Questionnaire can be obtained from the HCRMA website under the "Forms" section (www.hcrma.net/forms.html) and should be returned with your bid. Any subconsultants to the Bidder shall adhere to this policy and provide any required disclosures. This requirement is in addition to the Form CIQ provided as Attachment D.
2. Adverse Matters: Bidder must disclose conflicts of interest by identifying any matter in which the Bidder becomes adverse to the HCRMA or the Texas Department of Transportation or to the State of Texas or any of its boards, agencies, commissions, universities, elected or appointed officials, or Hidalgo County during the term of the Agreement.
3. Direct and Indirect Interest: During the term of the Agreement, the Bidder, including any of its principals, will have no undisclosed interest, direct or indirect, that would conflict in any manner or degree with the performance of Bidder's obligations under the agreement, including, but not limited to, ownership of property in the right-of-way of any of the independent projects of the Hidalgo County Roadway System. The Bidder warrants that, in the performance of the Agreement, the Bidder shall not employ any person, or subcontractor with any entity, having such known, undisclosed interest.



Signature of person submitting this Bid

10/07/2021

Date

*THIS FORM, THE REFERENCED FORM FROM THE HCRMA WEBSITE, & ANY RELEVANT
DISCLOSURE STATEMENTS MUST BE RETURNED WITH YOUR BID
THIS FORM MUST BE SUBMITTED BY ALL TEAM / JOINT VENTURE MEMBERS.*

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

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

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

OFFICE USE ONLY

Date Received

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

NONE

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

NONE

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

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

☐ Yes

☒ No

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

☐ Yes

☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes

☒ No

D. Describe each employment or business relationship with the local government officer named in this section.

NONE

4


Signature of person doing business with the governmental entity

10/07/2021
Date



HCRMA BID #2021-001 FOR THE
365 TOLLWAY SEGMENTS 1 AND 2
CONTRACT NO.: 0921-02-368

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HCRMA BID #2021-001 FOR THE
365 TOLLWAY SEGMENTS 1 AND 2
CONTRACT NO.: 0921-02-368

ATTACHMENT F

Certification Regarding Debarment, Suspension Ineligibility

BIDDER certifies that the responding entity and its principals are eligible to participate in the proposed contract and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and the BIDDER is in compliance with the State of Texas statutes and rules relating to procurement and that BIDDER is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

Specifically, as is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three (3)-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three (3)-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.



Signature of person submitting this Bid



Date

THIS FORM MUST BE RETURNED WITH YOUR BID

THIS FORM MUST BE SUBMITTED BY ALL TEAM / JOINT VENTURE MEMBERS.

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

DEBARRED VENDOR LIST

The following vendors shown below are debarred from doing business with the State of Texas, effective from the date of debarment for the length of time indicated. Whether they are listed below or not, the debarred vendors include the vendors' successors in interest as defined in Rule §20.102(b)(4).

Last updated: 06/17/21

Vendor ID Number	Vendor Name/Address	Date of Debarment	Length of Debarment
1760677671800	Texas Code Blue 5550 Eastex Fwy, Suite # L Beaumont, TX 77708-5300	October 24, 2016	5 Years
23075463	BRI Supply Inc 9332 N. 95 th Way, STE B109 Scottsdale, AZ 85258	April 1, 2021	5 Years



HCRMA BID #2021-001 FOR THE
365 TOLLWAY SEGMENTS 1 AND 2
CONTRACT NO.: 0921-02-368

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HCRMA BID #2021-001 FOR THE
365 TOLLWAY SEGMENTS 1 AND 2
CONTRACT NO.: 0921-02-368

ATTACHMENT G – DRUG FREE WORKPLACE CERTIFICATION

The BIDDER warrants its compliance with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and represents that it maintains a drug-free work environment. The BIDDER further warrants its compliance with the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 which rule shall be incorporated by reference into any contract with the HCRMA.

Signature of person submitting this Bid

Date: 10/07/2021

THIS FORM MUST BE RETURNED WITH YOUR BID

THIS FORM MUST BE SUBMITTED BY ALL TEAM / JOINT VENTURE MEMBERS.



HCRMA BID #2021-001 FOR THE
365 TOLLWAY SEGMENTS 1 AND 2
CONTRACT NO.: 0921-02-368

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HCRMA BID #2021-001 FOR THE
365 TOLLWAY SEGMENTS 1 AND 2
CONTRACT NO.: 0921-02-368

ATTACHMENT H – NON-DISCRIMINATION CERTIFICATION

The BIDDER agrees that no person shall, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from the participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of, or regarding, any program or activity funded in whole or in part with funds available under any Contract with the HCRMA.

Signature of person submitting this Bid

Date: 10/07/2021

THIS FORM MUST BE RETURNED WITH YOUR BID

THIS FORM MUST BE SUBMITTED BY ALL TEAM / JOINT VENTURE MEMBERS.



HCRMA BID #2021-001 FOR THE
365 TOLLWAY SEGMENTS 1 AND 2
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HCRMA BID #2021-001 FOR THE
365 TOLLWAY SEGMENTS 1 AND 2
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ATTACHMENT I – RECORD RETENTION CERTIFICATION

The BIDDER agrees that if it enters into any contract with the HCRMA, it shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in such contract. The BIDDER warrants that it will retain all such records for a period of four (4) years after the expiration of the contract, or until the HCRMA, TxDOT, or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The BIDDER agrees to grant access to all books, records and documents pertinent to the contract to the HCRMA, TxDOT, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.

Signature of person submitting this Bid

Date: _____

10/07/2021

THIS FORM MUST BE RETURNED WITH YOUR BID

THIS FORM MUST BE SUBMITTED BY ALL JOINT VENTURE MEMBERS.



HCRMA BID #2021-001 FOR THE
365 TOLLWAY SEGMENTS 1 AND 2
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G.DISCLOSURE OF LOBBYING ACTIVITIES

CERTIFICATION OF LOBBYING ACTIVITIES

49 CFR Part 20 – Appendix A

CERTIFICATION REGARDING LOBBYING: Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, pursuant to 31 U.S.C. 1352 in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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



HCRMA BID #2021-001 FOR THE
365 TOLLWAY SEGMENTS 1 AND 2
CONTRACT NO.: 0921-02-368



Signature/Authorized Certifying Official

VICTOR JIMENEZ,, PRESIDENT
Typed Name and Title

PULICE CONSTRUCTION, INC.
Applicant/Organization

10/07/2021
Date Signed

THIS FORM MUST BE SUBMITTED BY ALL TEAM / JOINT VENTURE MEMBERS.



HCRMA BID #2021-001 FOR THE
365 TOLLWAY SEGMENTS 1 AND 2
CONTRACT NO.: 0921-02-368

CERTIFICATION OF LOBBYING ACTIVITIES

The undersigned certifies, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with their commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature/Authorized Certifying Official

VICTOR JIMENEZ, PRESIDENT

Typed Name and Title

PULICE CONSTRUCTION, INC.

Applicant/Organization

10/07/2021

Date Signed

THIS FORM MUST BE SUBMITTED BY ALL TEAM / JOINT VENTURE MEMBERS.



HCRMA BID #2021-001 FOR THE
365 TOLLWAY SEGMENTS 1 AND 2
CONTRACT NO.: 0921-02-368

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H. CONTRACTOR'S ASSURANCE

By signing this proposal, the Bidder is giving assurances that all subcontract agreements will incorporate the Standard Specification and Special Provisions to Section 9.9. "Payment Provisions for Subcontractors", all subcontract agreements exceeding \$2,000 will incorporate the applicable "Wage Determination Decision", and, all subcontract agreements of \$10,000 or more will incorporate the following:

Special Provision	"Certification of Nondiscrimination in Employment" (000-003L)
Special Provision	"Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity" (000-004L)
Special Provision	"Standard Federal Equal Employment Opportunity Construction Contract Specifications" (000-005L)
Form FHWA 1273	"Required Contract Provisions Federal-aid Construction Contracts" (Form FHWA 1273, May 2012 must also be physically attached to subcontracts and purchase orders of \$10,000 or more)



HCRMA BID #2021-001 FOR THE
365 TOLLWAY SEGMENTS 1 AND 2
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HCRMA BID #2021-001 FOR THE
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I. NON-COLLUSION AFFIDAVIT

ARIZONA
STATE OF ~~TEXAS~~
COUNTY OF MARICOPA

I, VICTOR JIMENEZ, of the City of
SCOTTSDALE, County of MARICOPA, and State of
ARIZONA, being of full age and duly sworn according to law on my oath
depose and say:

That I am PRESIDENT (Title) of
PULICE CONSTRUCTION, INC. the Bidder making
the Bid submitted to Hidalgo County Regional Mobility Authority, on the 13TH day of
2021, for Contract No. 0921-02-368, Etc. in connection with the 365 Toll Project; that I
executed the said Bid with full authority to do so;

The said Bidder has not, directly or indirectly, entered into any combination or arrangement with
any person, firm or corporation or entered into any agreement, participated in any collusion, or
otherwise taken any action in restraint of free, competitive bidding or which would increase the
cost of construction or maintenance in connection with the said Contract; that no person or agency
has been employed or retained to solicit or secure the said Contract upon an agreement or
understanding for a commission, percentage, brokerage or contingent fee, except bonafide full-
time employees;



HCRMA BID #2021-001 FOR THE
365 TOLLWAY SEGMENTS 1 AND 2
CONTRACT NO.: 0921-02-368

And, that said Bidder is or has been a member of the following highway contractors' association during the preceding twelve (12) months:

NAME OF ASSOCIATION	LOCATION OF PRINCIPAL OFFICE
<u>AGC OF TEXAS</u>	<u>HOUSTON, TEXAS</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

I further warrant that all statements contained in said Bid and in this Affidavit are true and correct and made with full knowledge that the said Hidalgo County Regional Mobility Authority relies upon the truth of the statements contained in said Bid and in this Affidavit in awarding the said Contract.

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 7th DAY
OF October, 20 21.

Dawn D Baxter

NOTARY PUBLIC

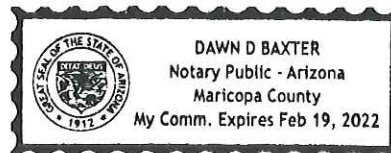
MY COMMISSION EXPIRES:

Feb 19, 2022

BY: [Signature]
PERSON SIGNING BID

PRINT NAME: VICTOR JIMENEZ

TITLE: PRESIDENT



THIS FORM MUST BE SUBMITTED BY ALL TEAM / JOINT VENTURE MEMBERS.



J. CHILD SUPPORT STATEMENT

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

STATE OF TEXAS CHILD SUPPORT BUSINESS OWNERSHIP FORM

County: Hidalgo

Project Name: 365 Toll

TxDOT CSJ: 0921-02-368

LG Project Number: 2021-365 Toll-1

Business Entity Submitting Bid: PULICE CONSTRUCTION, INC.

Section 231.006, Family Code, requires a Bid for a contract paid from state funds to include the names and social security number of individuals owning twenty five percent (25%) or more of the business entity submitting the bid.

1. In the spaces below please provide the names and social security number of individuals owning twenty five percent (25%) or more of the business.

Name	Social Security Number
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

2. Please check the box below if no individual owns twenty five percent (25%) or more of the business.

☒ No individual own twenty five percent (25%) or more of the business.



HCRMA BID #2021-001 FOR THE
365 TOLLWAY SEGMENTS 1 AND 2
CONTRACT NO.: 0921-02-368

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purpose of responding to a request for information from an agency operating under the provisions of Part A and D to Title IV of the Federal Social Security Act (42 USC Section 601-617 and 651-699).

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

The information collected on this form will be maintained by the HCRMA. With few exceptions, you are entitled on request to be informed about the information collected about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under Section 559.004 of the Government Code, you are also entitled to have information about you corrected that you believe is incorrect.

Signature

10-7-2021

Date

VICTOR JIMENEZ

Printed Name

*IF THIS PROJECT IS A JOINT VENTURE, ALL PARTIES TO THE JOINT VENTURE MUST
PROVIDE A COMPLETED FORM.*



K. DBE REQUIREMENTS

CONTROL: 0921-02-368

PROJECT: 365 TOLL

CORRIDOR: 365 TOLL

COUNTY: HIDALGO

The following goal for disadvantaged business enterprises is established:

DBE – 6%

Certification of DBE Goal Attainment

By signing the proposal, the Bidder certifies that the above DBE goal will be met by obtaining commitments equal to or exceeding the DBE percentage or that the Bidder will provide a good faith effort to substantiate the attempt to meet the goal.

Failure to comply commitments to meet the stated goal or provide a satisfactory good faith effort will be considered a breach of the requirements of the proposal. As a result, the Bid Guaranty or Bid Bond of the bidder will become property of the Hidalgo County Regional Mobility Authority and the Bidder will be excluded for rebidding on the project when it is re-advertised.

In order to meet the five (5) day rule, the Authority will require a DBE Utilization Plan (including TxDOT Form SM-4901 signed by all parties or TxDOT Form 4000 to demonstrate a good faith effort) to be submitted no later than 5:00 P.M. Central Standard Time on Thursday October 14, 2021 by email to contact@hcrma.net and fax 956-468-2176 along with a follow-up confirmation call to 956-402-4763 to confirm receipt (as outlined in Special Provision 000-394L, Section 2.3.3 and Special Provision 002-011L, Article 2.14) in the form of a letter from the Bidder complete with an attachment showing the Proposed Contract Amount (Bid Amount), total DBE Amount (% of the Bid Amount), and a table with the DBE Subcontractor or Supplier, DBE Contract Amount, and overall DBE % Utilization (based on the Bid amount) – the general format of such letter is conveyed in the following page.



HCRMA BID #2021-001 FOR THE
365 TOLLWAY SEGMENTS 1 AND 2
CONTRACT NO.: 0921-02-368

[ON COMPANY / JOINT VENTURE LETTER HEAD]

[DATE]

Pilar Rodriguez, PE
HCRMA Executive Director
203 W. Newcombe Ave,
Pharr, Texas 78577

RE: DBE Utilization Plan for the HCRMA BID #2021-001 FOR THE
365 TOLLWAY SEGS. 1 AND 2 CSJ: 0921-02-368 (365 Toll)

Dear Mr. Rodriguez,

Enclosed is the DBE Utilization Plan, Form SMS-4901 (or, if DBE goal cannot be met, then Form 4000, Good Faith Effort) for your review and approval. The Bid is in compliance with the six percent (6%) DBE requirement set forth in the Bid proposal documents.

Proposed Contract Amount (Bid Amount)

Total DBE Amount (% of the Bid Amount)

DBE Name	Contractor or Supplier	Item(s)	DBE Contract Amount	DBE % Utilization
[ADD ROWS AS NECESSARY]				

[Add signature block and required form(s) to complete letter/utilization plan for Bid proposal.]



HCRMA BID #2021-001 FOR THE
365 TOLLWAY SEGMENTS 1 AND 2
CONTRACT NO.: 0921-02-368

Failure to include a DBE Utilization Plan will result in a proposal being non-responsive. The HCRMA will not receive a non-responsive bid. A Bidder or affiliate of a Bidder that was originally determined as the apparent low Bidder on a project, but was deemed non-responsive, for failure to submit a DBE Utilization Plan is prohibited from rebidding this specific project.

PULICE

October 14, 2021

Central Division
2050 W. Sam Houston
Parkway
South, Suite 1100
Houston, TX 77042

Pilar Rodriguez, PE
HCRMA Executive Director
203 W. Newcombe Ave.
Pharr, Texas 78577

713.324.4045

PULICE.com

RE: DBE Utilization Plan for the HCRMA BID #2021-001 FOR THE 365 TOLLWAY
SEGS. 1 AND 2 CSJ: 0921-02-368 (365 Toll)

Dear Mr. Rodriguez,

Enclosed is the DBE Utilization Plan, Form SMS-4901 for your review and approval.
The Bid is in compliance with the six percent (6%) DBE requirement set forth in the Bid
proposal documents.

Proposed Contract Amount \$ 295,932,420.25

Total DBE Amount 6.0%

DBE Name	Contractor or Supplier	Item(s)	DBE Contract Amount	DBE % Utilization
A&A Construction	Contractor	Landscape Pavers	\$ 595,623.60	0.20%
A.H. Beck / Certified Placers	Contractor	Drill Shafts	\$ 320,492.84	0.11%
Izaguirre Construction	Contractor	Riprap & Rail	\$ 10,082,068.43	3.41%
Choctaw Erectors	Contractor	STR Steel (Plate Girder)	\$ 6,771,372.30	2.29%
			\$ 17,769,557.17	6.00%



Victor Jimenez, President
Pulice Construction, Inc.

BUILDING THE FUTURE



Disadvantaged Business Enterprise (DBE) Program
Commitment Agreement Form

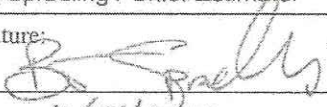

Form SMS.4901
(Rev. 06/08)
Page 1 of 1

This commitment is subject to the award and receipt of a signed contract from the Texas Department of Transportation for the subject project.

Project #: DMO 2013 (420)	County: Hidalgo	Contract-CSJ: 0921-02-368			
Items of work to be performed (attach a list of work items if more room is required):					
Bid Item #	Item Description	Unit of Measure	Unit Price	Quantity	Total Per Item
528-6004	LANDSCAPE PAVERS	SY	\$46.80	12,727	\$595,623.60
Total					\$595,623.60

The contractor certifies by signature on this agreement that subcontracts will be executed between the prime contractor and the DBE subcontractors as listed on the agreement form. If a DBE Subcontractor is unable to perform the work as listed on this agreement form, the prime contractor will follow the substitution/replacement approval process as outlined in the Contract DBE Special Provision.

IMPORTANT: The signatures of the prime contractor and the DBE, and the total commitment amount must always be on the same page.

Prime Contractor: Pulice Construction	Name/Title (please print): Brent Spradling / Chief Estimator
Address: 2050 W. Sam Houston Parkway South, Suite 1100, Houston, TX 77042	Signature: 
Phone: 713-324-4045 Fax:	Date: 10/13/2021
E-mail: bspradling@pulice.com	
DBE: A&A Construction	Name/Title (please print): Hector Garcia / Estimator
Vendor No.: 30666	Signature: 
Address: P.O. Box 202212, Arlington, TX 76006	Date: 10/13/2021
Phone: 817-267-2757 Fax: 817-267-2887	
E-mail: Hector@aaconstructionco.com	
Subcontractor (if the DBE will be a second tier sub):	Name/Title (please print):
Address:	Signature:
Phone: Fax:	
E-mail:	Date:

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

To ensure prompt and efficient handling of your project file we are requesting that all commitments to be presented to the Office of Civil Rights, using this basic format.

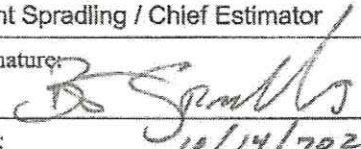
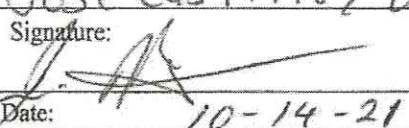

Contact/Help



Disadvantaged Business Enterprise (DBE) Program Commitment Agreement Form

Form SMS-4901
(Rev. 06/08)
Page 1 of 1

This commitment is subject to the award and receipt of a signed contract from the Texas Department of Transportation for the subject project.

Project #: DMO 2013 (420)		County: Hidalgo		Contract-CSJ: 0921-02-368	
Items of work to be performed (attach a list of work items if more room is required):					
Bid Item #	Item Description	Unit of Measure	Unit Price	Quantity	Total Per Item
					SEE ATTACHED
Total					\$320,492.84
The contractor certifies by signature on this agreement that subcontracts will be executed between the prime contractor and the DBE subcontractors as listed on the agreement form. If a DBE Subcontractor is unable to perform the work as listed on this agreement form, the prime contractor will follow the substitution/replacement approval process as outlined in the Contract DBE Special Provision.					
IMPORTANT: The signatures of the prime contractor and the DBE, and the total commitment amount must always be on the same page.					
Prime Contractor: Pulice Construction			Name/Title (please print): Brent Spradling / Chief Estimator		
Address: 2050 W. Sam Houston Parkway South, Suite 1100, Houston, TX 77042			Signature: 		
Phone: 713-324-4045		Fax:	Date: 10/14/2021		
E-mail: bspradling@pulice.com			Name/Title (please print):		
DBE: Certified Placers, LLC			Jose Castillo / Owner		
Vendor No.: 21719			Signature: 		
Address: P.O. Box 367, La Feria, TX 78559			Date: 10-14-21		
Phone: 956-525-3806		Fax:			
E-mail: carlos@certifiedplacers.com					
Subcontractor (if the DBE will be a second tier sub): A.H. Beck Foundation Co., Inc.			Name/Title (please print): Matthew Ewald - Chief Estimator		
Address: 9014 Green Rd., Converse, TX 78109			Signature: 		
Phone: 210-342-5261		Fax:	Date: 10-14-2021		
E-mail: matt.ewald@ahbeck.com					

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

To ensure prompt and efficient handling of your project file we are requesting that all commitments to be presented to the Office of Civil Rights, using this basic format.

Contact/Help

CSJ: 0921-02-368

PROJECT: DMO 2013 (420)

COUNTY: HIDALGO

BID ITEM #	ITEM DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	QUANTITY	TOTAL PER ITEM
416-6001	DRILL SHAFT (18 IN)	LF	\$ 1.94	1,082.00	\$ 2,099.08
416-6004	DRILL SHAFT (36 IN)	LF	\$ 7.07	12,524.00	\$ 88,544.68
416-6005	DRILL SHAFT (42 IN)	LF	\$ 9.82	8,552.00	\$ 83,980.64
416-6008	DRILL SHAFT (60 IN)	LF	\$ 20.85	3,148.00	\$ 65,635.80
416-6010	DRILL SHAFT (72 IN)	LF	\$ 27.58	1,882.00	\$ 51,905.56
416-6012	DRILL SHAFT (84 IN)	LF	\$ 40.01	708.00	\$ 28,327.08
				27,896.00	\$ 320,492.84



Disadvantaged Business Enterprise (DBE) Program Commitment Agreement Form

Form SMS.4901
(Rev. 06/08)
Page 1 of 1

This commitment is subject to the award and receipt of a signed contract from the Texas Department of Transportation for the subject project.

Project #: DMO 2013 (420)		County: Hidalgo		Contract-CSJ: 0921-02-368	
Items of work to be performed (attach a list of work items if more room is required):					
Bid Item #	Item Description	Unit of Measure	Unit Price	Quantity	Total Per Item
					SEE ATTACHED
Total					\$10,082,068.43

The contractor certifies by signature on this agreement that subcontracts will be executed between the prime contractor and the DBE subcontractors as listed on the agreement form. If a DBE Subcontractor is unable to perform the work as listed on this agreement form, the prime contractor will follow the substitution/replacement approval process as outlined in the Contract DBE Special Provision.

IMPORTANT: The signatures of the prime contractor and the DBE, and the total commitment amount must always be on the same page.

Prime Contractor:		Name/Title (please print):	
Pulice Construction		Brent Spradling / Chief Estimator	
Address: 2050 W. Sam Houston Parkway South, Suite 1100, Houston, TX 77042		Signature:	
Phone: 713-324-4045	Fax:	<i>[Signature]</i>	
E-mail: bspradling@pulice.com		Date: 10/13/2021	
DBE: Izaguirre Construction		Name/Title (please print):	
Vendor No.: 24903		Orlando Izaguirre	
Address: 2527 North Lane, Weslaco, TX 78599		Signature:	
Phone: 956-463-3011	Fax:	<i>[Signature]</i>	
E-mail: izaguirreconstruction956@gmail.com		Date: 10/13/2021	
Subcontractor (if the DBE will be a second tier sub):		Name/Title (please print):	
Address:		Signature:	
Phone:	Fax:		
E-mail:		Date:	

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Contact/Help

BID ITEM #	ITEM DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	QUANTITY	TOTAL PER ITEM
420-6066	CL C CONC (RAIL FOUNDATION)	CY	\$ 431.00	28.00	\$ 12,068.00
420-9010	CL C CONC (RAIL FOUNDATION)SPL	CY	\$ 431.00	119.00	\$ 51,289.00
432-6001	RIPRAP (CONC)(4 IN)	CY	\$ 360.00	10,828.30	\$ 3,898,188.00
432-6002	RIPRAP (CONC)(5 IN)	CY	\$ 360.00	477.00	\$ 171,720.00
432-6003	RIPRAP (CONC)(6 IN)	CY	\$ 360.00	481.00	\$ 173,160.00
432-6009	RIPRAP (CONC) (CL B) (4")	CY	\$ 360.00	42.51	\$ 15,303.60
432-6044	RIPRAP (CONC)(FLUME)	CY	\$ 360.00	719.00	\$ 258,840.00
432-6045	RIPRAP (MOW STRIP)(4 IN)	CY	\$ 360.00	3,280.44	\$ 1,180,958.40
450-6023	RAIL (TY SSTR)	LF	\$ 47.75	44,647.70	\$ 2,131,927.68
450-6054	RAIL (TY SSTR) (W/DRAIN SLOTS)	LF	\$ 57.00	100.00	\$ 5,700.00
450-9001	RAIL (TY SSTR) (W/DRAIN SLOTS)SPL	LF	\$ 57.00	848.00	\$ 48,336.00
450-9002	RAIL (TY SSTR) SPL	LF	\$ 57.00	240.00	\$ 13,680.00
514-6001	PERM CTB (SGL SLOPE) (TY 1) (42)	LF	\$ 62.00	3,458.00	\$ 214,396.00
514-6004	PERM CTB (SGL SLOPE) (TY 4) (42)	LF	\$ 64.00	10.00	\$ 640.00
514-6005	PERM CTB (SGL SLOPE) (TY 1) (48)	LF	\$ 75.00	10,082.00	\$ 756,150.00
529-6002	CONC CURB (TY II)	LF	\$ 12.50	2,084.00	\$ 26,050.00
529-6006	CONC CURB (MONO) (TY II A)	LF	\$ 14.75	613.00	\$ 9,041.75
529-6024	CONC CURB (MOUNTABLE)	LF	\$ 13.00	5,026.00	\$ 65,338.00
529-6028	CONC CURB & GUTTER (TY B) (MOUNTABLE)	LF	\$ 13.75	8,121.00	\$ 111,663.75
529-6030	CONC CURB & GUTTER (VALLEY GUTTER)	LF	\$ 28.00	640.00	\$ 17,920.00
529-6031	CONC CURB & GUTTER (VALLEY GUTTER)(48")	LF	\$ 45.00	19,219.00	\$ 864,855.00
531-6001	CONC SIDEWALKS (4")	SY	\$ 38.25	341.00	\$ 13,043.25
531-6004	CURB RAMPS (TY 1)	EA	\$ 1,100.00	8.00	\$ 8,800.00
531-6008	CURB RAMPS (TY 5)	EA	\$ 1,100.00	1.00	\$ 1,100.00
531-6010	CURB RAMPS (TY 7)	EA	\$ 1,100.00	3.00	\$ 3,300.00
531-6015	CURB RAMPS (TY 20)	EA	\$ 1,100.00	26.00	\$ 28,600.00

\$ 10,082,068.43



Disadvantaged Business Enterprise (DBE) Program Commitment Agreement Form

Form SMS-4901
(Rev. 06/08)
Page 1 of 1

This commitment is subject to the award and receipt of a signed contract from the Texas Department of Transportation for the subject project.

Project #: DMO 2013 (420)		County: Hidalgo		Contract-CSJ: 0921-02-368	
Items of work to be performed (attach a list of work items if more room is required):					
Bid Item #	Item Description	Unit of Measure	Unit Price	Quantity	Total Per Item
442-6001	STR STEEL (PLATE GIRDER)	LB	\$2.31	2,931,330.00	\$6,771,372.30
Total					\$6,771,372.30
The contractor certifies by signature on this agreement that subcontracts will be executed between the prime contractor and the DBE subcontractors as listed on the agreement form. If a DBE Subcontractor is unable to perform the work as listed on this agreement form, the prime contractor will follow the substitution/replacement approval process as outlined in the Contract DBE Special Provision.					
IMPORTANT: The signatures of the prime contractor and the DBE, and the total commitment amount must always be on the same page.					
Prime Contractor:			Name/Title (please print):		
Pulice Construction			Brent Spradling / Chief Estimator		
Address: 2050 W. Sam Houston Parkway South, Suite 1100, Houston, TX 77042			Signature:		
Phone: 713-324-4045		Fax:			
E-mail: bspradling@pulice.com			Date: 10/13/2021		
DBE: Choctaw Erectors			Name/Title (please print):		
Vendor No.: 81864			KEVIN BALL PRESIDENT		
Address: P.O. Box 420, Decatur, TX 76234			Signature:		
Phone: 972-790-2255		Fax:			
E-mail: kevinb@choctawerectors.com			Date: 10/14/21		
Subcontractor (if the DBE will be a second tier sub):			Name/Title (please print):		
Address:			Signature:		
Phone:		Fax:			
E-mail:			Date:		

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Contact/Help



HCRMA BID #2021-001 FOR THE
365 TOLLWAY SEGMENTS 1 AND 2
CONTRACT NO.: 0921-02-368

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HCRMA BID #2021-001 FOR THE
365 TOLLWAY SEGMENTS 1 AND 2
CONTRACT NO.: 0921-02-368

L. BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that Pulice Construction, Inc.
8660 E Hartford Dr., Scottsdale, AZ 85255,
as Principal/Contractor, and Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, MA 02116, as
Surety, legally authorized to do business in the State of Texas, are held and firmly bounded unto
the Hidalgo County Regional Mobility Authority, as Authority, in the amount of at least FIVE
PERCENT (5%) OF THE TOTAL BID AMOUNT, on which the Contract is awarded lawful money
of the United States of America, for the payment of which, well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and
firmly by these presents:

WHEREAS, the Contractor is herewith submitting its Bid for Contract No. 0921-02-368, entitled
365 Toll Project; and

NOW, THEREFORE, the condition of this obligation is such, that if the Contractor shall be
awarded the Contract upon said Bid and shall, within twenty (20) calendar days after the date of
written notice of such award, enter into and deliver a signed Contract and the prescribed
Performance Bond for the faithful performance of the Contract, together with the required proof
of proper insurance coverage and other necessary documents, then this obligation shall be null
and void; otherwise, to remain in full force and effect and in accordance with the terms of such
Bid, this bond shall become the property of the Authority, without recourse of the Contractor and/or
Surety, not as a penalty but as liquidated damages.

The Bid bond is affixed as an electronic scan at the time of submittal of the Bid proposal to
CivCAST, and a hard copy will be provided to the Authority within one (1) business day of
submittal of the Bid proposal.



HCRMA BID #2021-001 FOR THE
365 TOLLWAY SEGMENTS 1 AND 2
CONTRACT NO.: 0921-02-368

Signed and Sealed this 13th day of October, 2021.

Principal/Contractor:

Pulice Construction, Inc.

Business Name

Address

[Signature]

Witness or Attest:

[Signature]

by: HR Director
Title

(Affix Cor.



Surety:

Liberty Mutual Insurance Company

Business Name

175 Berkeley Street, Boston, MA 02116

Address

[Signature]

Witness or Attest:

Marisol Mojica
Marisol Mojica, Witness as to Surety

by: Krystal L. Stravato, Attorney-in-Fact
Title

(Attach evidence of
power of attorney)
(Affix Corporate seal here)

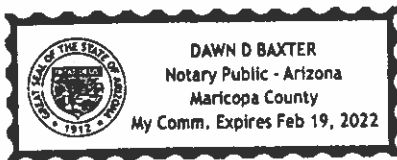
ACKNOWLEDGEMENT OF CONTRACTOR - IF A CORPORATION

STATE OF Arizona

COUNTY OF Maricopa

ON THE 13th DAY OF October, 2021 BEFORE ME PERSONALLY APPEARED Victor Jimenez
TO BE KNOWN, WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY; THAT (S)HE IS THE
President OF Pulice Construction, Inc. THE CORPORATION THAT EXECUTED THE
FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE
SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY
OFFICE IN THE ABOVE COUNTY, THE DAY AND YEAR WRITTEN ABOVE.



Dawn D Baxter
Notary Public

ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF New Jersey

COUNTY OF Morris

ON THE 13th DAY OF October, 2021 BEFORE ME PERSONALLY APPEARED Krystal L. Stravato TO ME KNOWN,
WHO BEING BY ME DULY SWORN, DID DEPOSE AND SAY; THAT (S)HE IS THE ATTORNEY-IN-FACT OF
Liberty Mutual Insurance Company, THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT,
AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY
OFFICE IN THE ABOVE COUNTY, THE DAY AND YEAR WRITTEN ABOVE.

William A. Drayton Jr.
Notary Public

William A. Drayton Jr.
Notary Public
State of New Jersey
My commission expires April 9, 2026



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205705-985316**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Edward Reilly, Kevin T. Walsh, Jr., Krystal L. Stravato, Marisol Mojica, Michael Marino, Thomas MacDonald

all of the city of Whippany state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of June, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 4th day of June, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of October, 2021.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2020

Assets		Liabilities	
Cash and Bank Deposits	\$2,058,007,542	Unearned Premiums	\$8,448,706,991
*Bonds — U.S Government	2,209,760,437	Reserve for Claims and Claims Expense.....	23,879,216,613
*Other Bonds.....	15,902,755,586	Funds Held Under Reinsurance Treaties.....	343,068,613
*Stocks.....	18,517,107,230	Reserve for Dividends to Policyholders.....	1,192,716
Real Estate.....	193,169,809	Additional Statutory Reserve	77,397,000
Agents' Balances or Uncollected Premiums	6,970,170,469	Reserve for Commissions, Taxes and	
Accrued Interest and Rents	118,399,147	Other Liabilities.....	6,279,510,804
Other Admitted Assets.....	12,079,597,645	Total.....	\$39,029,092,737
		Special Surplus Funds.....	\$178,155,102
		Capital Stock.....	10,000,075
		Paid in Surplus	10,945,045,214
		Unassigned Surplus	7,886,674,737
		Surplus to Policyholders	19,019,875,128
Total Admitted Assets.....	<u>\$58,048,967,865</u>	Total Liabilities and Surplus	<u>\$58,048,967,865</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2020, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 25th day of March, 2021.

TAMIKOLAJEWSKI

Assistant Secretary



M.CONTRACT AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 20____, between Hidalgo County Regional Mobility Authority, 203 W. Newcombe Ave, Texas 78577, hereinafter called the Authority and _____, a [state] [type of company] or his, its or their successors, executors, administrators and assigns, hereinafter called the Contractor.

WITNESSETH, that the Contractor agrees with Hidalgo County Regional Mobility Authority for the consideration herein mentioned, and at his, its or their own proper cost and expense, to do all the work and furnish all the materials, equipment, teams and labor necessary to prosecute and complete and to extinguish all liens therefore, Contract No. 0921-02-368, entitled 365 Toll Project, in the manner and to the full extent as set forth in the Plans, Standard Specifications, Governing Specifications, Special Provisions, Bid (for the basis of award stated herein below) and other documents related to said Contract which are on file at the office of Hidalgo County Regional Mobility Authority and which are hereby adopted and made part of this Agreement as completely as if incorporated herein, and to the satisfaction of the Authority or its duly authorized representative who shall have at all times full opportunity to inspect the materials to be furnished and the work to be done under this Agreement.

This Contract is awarded on the basis of the Official Total Bid Amount based on the unit price Bid of _____ dollars and _____ Cents (\$_____).

In consideration of the foregoing premise, the Authority agrees to pay the Contractor for all items of work performed and materials furnished at the amount of the unit prices Bid prices included therefore in the Bid submitted for this Contract, subject to any percentage reductions in the total Contract amount that may be named in the Bid corresponding to the basis of award stated in the above paragraph, and subject to the conditions set forth in the Specifications.



The Contractor agrees as follows:

- a. I/WE will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor.
- b. I/WE agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- c. I/WE in any solicitations or advertising for employees placed by or on behalf of itself, will state that it is an equal opportunity employer.
- d. Notices and advertisements and solicitations placed in accordance with federal law, rule or regulation, shall be deemed sufficient for the purposes of meeting the requirements of this section.
- e. Contract Time - The Work will be Substantially Complete within one thousand two hundred sixty four (1264) calendar days after receipt of the initial Notice to Proceed ("NTP"). "Substantial Completion" is defined as all travel lanes open to traffic as approved by the Authority, and no further work is remaining that requires lane closures affecting the mobility of the traveling public on the facility. When the Project reaches Substantial Completion, the Contractor may issue and sign a "Notification of Substantial Completion" certifying that all work has been substantially completed in accordance with the requirements of this agreement, all governmental approvals, and applicable law. Within a period of fifteen (15) days after receipt of this notification, the Authority will decline or accept the Project as Substantially Complete, and if accepted, the Authority will also perform a Substantial Completion inspection and provide to the Contractor a list of items, if any, to be completed prior to Final Acceptance by the Authority. Time charges will be suspended during the Substantial Completion inspection. The Contractor will be allowed up to an additional sixty (60) calendar days for Final Acceptance.
 1. Contractor acknowledges that actual damages for failure to Substantially Complete the Project in the Contract Time are difficult to quantify. If Contractor fails to complete the work on or before the Contract Time, the Contractor agrees to pay the Authority \$16,500 per day as liquidated damages to cover losses, expenses, and damages of the Authority for every Working Day which the Contractor fails to achieve Substantial Completion of the Project.



2. Contractor acknowledges that liquidated damages in the amount of \$16,500 per Working Day are reasonable for the scope and consequence of the Project and the actual injury to the Authority for late delivery.
- f. Failure by Contractor to fulfill these requirements is a material breach of the Contract, which may result in the termination of this Contract, or such other remedy, as the Authority deems appropriate.
- g. All notices to Hidalgo County Regional Mobility Authority shall be sent by certified or registered mail, addressed to: Hidalgo County Regional Mobility Authority Executive Director, 203 W. Newcombe Ave, Texas 78577 or at such other address as the Authority may otherwise designate. All notices to Contractor shall be sent certified or registered mail, addressed to: _____ or at such other address as said Contractor may otherwise designate in writing.
- h. This Agreement shall be governed by the laws of the State of Texas and venue shall be in the state district courts of Hidalgo County, Texas.
- i. I/WE will comply with the required conduct described in Title 43, Texas Administrative Code, Rule 10.101 Required Conduct, to wit, Contractor will:
 1. disclose to the Authority in writing the existence of a conflict of interest involving an agreement between the Contractor and the Authority and adequately remedy the conflict:
 - i. before the effective date of this Agreement; or
 - ii. if the conflict of interest arises after the effective date of this Agreement, within five (5) working days after the date that Contractor know or should have known of the conflict;
 2. refrain from offering, giving, or agreeing to give a benefit to a member of the Authority's Board of Directors or an Authority employee;
 3. adhere to all civil and criminal laws related to business;
 4. maintain good standing with the comptroller, other state agencies, states, and agencies of the federal government, and local governmental entities with which the Contractor has or has had a business relationship;
 5. notify the Authority in writing within five (5) working days after the date that Contractor knows or should have known of the existence of, and must adequately



address:

- i. a conviction of, a plea of guilty or nolo contendere to, a civil judgment for or a public admission to a crime or offense related to business by the Contractor;
 - ii. debarment of the Contractor by the comptroller, another state agency, another state, or an agency of the federal government for a reason related to business integrity; or
 - iii. any behavior of the Contractor that seriously and directly affects Contractor's responsibility to the Authority and that is also a violation of:
 - 1. the law; or
 - 2. the Authority's or the Texas Department of Transportation's rules / guidelines that relate to the Contractor's dealing with the Authority.
- j. I/We assert that Contractor has an internal ethics and compliance program that complies with Title 43, Texas Administrative Code, Rule 10.51 and the Authority's Ethics and Compliance Program.
- k. I/We agree to file Form 1295 with the Texas Ethics Commission pursuant to Chapter 46, Texas Ethics Commission Rules.
- l. This Contract and performance and payment hereunder is subject to State Auditor review.
- m. Notwithstanding any contrary provisions hereunder, Contractor acknowledges that documents created under or pursuant to this Contract must be retained for four (4) years.
- n. Contractor agrees that anytime the Authority is an "indemnatee" or "additional insured" under this Contract, the Texas Department of Transportation has the same rights and is also an "indemnatee" or "additional insured."
- o. Contractor makes the following representations:
 - 1. Contractor has and shall maintain all required authority, license status, professional ability, skills, and capacity to perform Contractor's obligations under this Contract and shall perform such obligations in accordance with the requirements of the Contract Documents.
 - 2. No consent or approval of, filing with, or notice to any Person is required to be obtained to make Contractor, in connection with its execution, delivery, and performance of this Contract and the Contract Documents, or the consummation



of the transactions contemplated hereby or thereby, which if not obtained or made, would prevent Contractor from performing its obligations hereunder or thereunder.

3. The information, statements, certifications, and materials set forth in the Proposal / Bid are true, complete, and accurate in all material respects are not misleading in any material respect.
 4. No bankruptcy event has occurred or is continuing with Contractor. Contractor acknowledges that a bankruptcy event shall result in a default of this Agreement.
 5. In entering into this Contract, Contractor has not relied on any representation, warranty, promise, or statement, express or implied, of the Authority or any party acting for or on behalf of the Authority, other than as expressly set out in the Specifications. Contractor has agreed to undertake and complete the Work solely based Contractor's own investigation and examinations.
- p. Each of the Contract Documents is an essential part of this Contract. The Contract Documents are intended to be complimentary and to describe and provide for a complete Contract. In the event of any conflict among the Contract Documents, the order of precedence shall be:
1. Change orders, Contract amendments, Contract supplements;
 2. This Contract Agreement;
 3. The Bid, to the extent that it exceeds the requirements of other Contract Documents;
 4. Plans and Specifications;
 5. Governing Specifications as modified by any Special Provisions; and
 6. Contract Bonds.
- q. Contractor shall provide appropriate security for the Project and shall take reasonable precautions and provide protection to prevent damage, injury, or loss to the Work, materials, and equipment to be incorporated therein, as well as all other property at or on the site, whether owned by the Contractor, the Authority, or any other person. Contractor, at no additional cost to Authority, shall maintain, repair, rebuild, restore, or replace all Work, documents, deliverables, materials, equipment, or supplies which are created, purchased, or acquired as part of the Project or for use during construction that is injured or damaged prior to Substantial Completion, unless Contractor retains responsibility for

loss and control of certain elements after Final Acceptance.

- r. IN ADDITION TO INDEMNIFICATIONS SPECIFICALLY ADDRESSED IN THE CONTRACT DOCUMENTS, CONTRACTOR SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD THE AUTHORITY, ITS EMPLOYEES, OFFICERS, BOARD MEMBERS, AGENTS, CONSULTANTS, AND REPRESENTATIVES HARMLESS FROM AND AGAINST ANY ALL LOSSES ARISING OUT OF RELATING TO OR RESULTING FROM: (I) THE BREACH OR ALLEGED BREACH OF THIS CONTRACT OR ANY CONTRACT DOCUMENTS; (II) THE FAILURE OR ALLEGED FAILURE BY ANY MEMBER OF THE CONTRACTOR, INCLUDING ITS SUBCONTRACTORS, TO COMPLY WITH ANY APPLICABLE LAWS OR GOVERNMENTAL APPROVALS; (III) THE ACTS, OMISSIONS, NEGLIGENCE, RECKLESSNESS, WILLFUL MISCONDUCT, BREACH OF CONTRACT OR LAW BY CONTRACTOR OR ITS SUBCONTRACTORS; (IV) ANY AND ALL CLAIMS BY ANY GOVERNMENTAL ENTITY CLAIMING TAXES BASED ON GROSS RECEIPTS, PURCHASES OR SALES, USE OF PROPERTY OR INCOME OF CONTRACTOR OR ITS SUBCONTRACTORS WITH RESPECT TO ANY PAYMENT FOR WORK UNDER THE CONTRACT DOCUMENTS; AND (V) ANY CLAIM, DEMAND, SUIT, PROCEEDING, INVESTIGATION OR CAUSE OF ACTION BROUGHT AGAINST THE AUTHORITY IN CONNECTION WITH ALLEGED WRONGFUL ACTS OR OMISSIONS RELATED TO THE CONSTRUCTION OF THE PROJECT, INCLUDING WITH RESPECT TO CONSTRUCTION ACCIDENTS.
- s. In no event shall the Authority, its employees, officers, board members, agents, consultants or representatives be held liable for injury, damage, or death sustained by reason of a defect or want of repair on or within the site during the period Contractor has operation and control of site, nor shall the Authority be liable for any injury, damage, or death cause by the actions, omissions, negligence, willful misconduct, or breach of applicable Law or contract by Contractor. Contractor expressly acknowledges and agrees to Authority's rights under this Contract to take any action with respect to the Project, including the right to review, comment on, disapprove, and/or accept the Work do not create or impose on the Authority any standard or duty of care toward the Contractor or any other Person, all of which are expressly disclaimed.
- t. Contractor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action



that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Further, Contractor hereby verifies that it is not engaged in business with Iran, Sudan or terrorist organizations and that it is not a list prepared and maintained by the State of Texas under Texas Government Code, Sections 806.051, 807.051 or 2252.153.

- u. In order to protect the Project from early failure, Contractor shall assume responsibility for the actual pavement performance under the Contract specifications for a two (2) year warranty period. Contractor shall not assume any responsibility for the structural design of the Project, but shall be responsible for the mixture design and workmanship. Contractor shall propose a Quality Control Plan to address construction details and procedures. The Authority will evaluate the pavement over the warranty period; final acceptance of the Project with regard to this performance warranty shall not occur until the warranty period has expired.

- v. Contractor hereby verifies that it is not subject to a prohibition on contracting with a Texas political subdivision under Chapter 2274, Texas Government Code, and specifically verifies that it (i) does not boycott energy companies and will not boycott energy companies during the term of this Agreement as provided for in that provision and (ii) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association as provided for in that provision.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year written above.

[Signatures to follow].



HCRMA BID #2021-001 FOR THE
365 TOLLWAY SEGMENTS 1 AND 2
CONTRACT NO.: 0921-02-368

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By: _____

S. David DeAnda, Jr.
Hidalgo County Regional Mobility Authority Chairman

State of Texas, County of Hidalgo

This instrument was acknowledged before me on the ____ day of _____, 2021
by _____ as Chairman of the Hidalgo County Regional Mobility
Authority.

(Personalized Seal)

Notary Public's Signature

Attested By:

Pilar Rodriguez, P.E.
HCRMA Executive Director



HCRMA BID #2021-001 FOR THE
365 TOLLWAY SEGMENTS 1 AND 2
CONTRACT NO.: 0921-02-368

EVIDENCE OF CORPORATE AUTHORITY

I, _____, hereby certify that
I am Secretary of _____, a [entity] existing under the laws of
the State of _____, and that the following resolution was adopted at a meeting of the
Board of Directors of the said [Corporation] duly called and held on the ____ day of _____
_____, 20_____, and that the same remains in full force and effect:

(Here insert or attach resolution)

I further certify that _____ is a corporation duly organized and in
good standing in the State of its creation, and is fully authorized to do business in the State of
Texas and is in full conformity with the Laws of the State of Texas.

IN WITNESS WHEREOF, I have hereto appended my signature and the seal of the said
Corporation on this the ____ day of _____, 20_____.

SECRETARY SEAL

State of Texas County, Hidalgo County

This instrument was acknowledged before me on (date) by (name of officer), (title of officer) of
(name of corporation acknowledging), a (state of incorporation) corporation, on behalf of said
corporation.

(Personalized Seal)

Notary Public's Signature



HCRMA BID #2021-001 FOR THE
365 TOLLWAY SEGMENTS 1 AND 2
CONTRACT NO.: 0921-02-368

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N. 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
(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 Hidalgo County Regional
Mobility Authority, (hereinafter referred to as the "Authority"), in the penal sum of
_____ Dollars

(\$_____), lawful money of the United States, well and truly to be paid to Authority, and
for the payment whereof, the said Principal and Surety bind themselves, their heirs,
administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Authority,
dated the _____ day of _____, 20_____, to
_____ (hereinafter referred to as the "Contract"),
attached hereto, and whereas, under the law, said Principal is required before commencing the
work provided for in said Contract to execute a bond in the amount of said Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said
Principal, his or its heirs, successors, executors, and administrators shall well and faithfully do
and perform each and every, all and singular, the work in accordance with the plans,
specifications, and Contract documents as provided in said Contract, and shall fully indemnify
and save harmless the Authority from all costs and damage which the Authority may suffer by
reason of Principal's default or failure to do so and shall fully reimburse and repay the Authority
all outlay and expense which the Authority may incur in making good any such default, then
obligation shall be null and void, otherwise it shall remain in full force and effect.



HCRMA BID #2021-001 FOR THE
365 TOLLWAY SEGMENTS 1 AND 2
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PROVIDED FURTHER that the said Surety for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying the same shall, in anyway affect its obligation on this bond. The Surety does hereby waive notice of any such change, extension of time, alteration or addition, to the terms of the Contract, or to the work, or to the specifications.

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.

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



HCRMA BID #2021-001 FOR THE
365 TOLLWAY SEGMENTS 1 AND 2
CONTRACT NO.: 0921-02-368

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 Article 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.

*NOTE: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Performance Bond in each contract.



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O. 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 Hidalgo County Regional
Mobility Authority, (hereinafter referred to as the "Authority"), in the penal sum of
_____ Dollars

(\$ _____) lawful money of the United States, for the payment whereof, the said Principal
and Surety bind themselves, their heirs, administrators, executors, successors, and assigns,
jointly and severally, firmly by these presents:

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

_____ (hereinafter referred to as the "Contract"),
which said Contract 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, and whereas,
under the law, said Principal is required before commencing the work provided for in said Contract
to execute a bond in the amount of said Contract solely for the protection of claimants, as defined
by the Chapter 2253, Texas Government Code, in the prosecution of the work provided for in said
Contract supplying labor and materials, as defined by law, in the prosecution of the work provided
for in said Contract, for the use of each such claimant.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said
Principal shall pay all claimants supplying labor and material to the Principal, his or its heirs,
successors, executors, and administrators, or a subcontractor in the prosecution of the work
provided for in said Contract and all duly authorized changes to said Contract that may hereafter



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be made, then, this obligation shall be void; otherwise, it shall remain in full force and effect.

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

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

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

PRINCIPAL

Surety

Signature

Signature

Name & Title

Name & Title

Address

Address

()
Phone Number

()
Phone Number



HCRMA BID #2021-001 FOR THE
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CONTRACT NO.: 0921-02-368

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 Article 21.09 of
the Insurance Code)

***NOTE: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Payment Bond in each contract.**



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CONTRACT NO.: 0921-02-368

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P. WARRANTY BOND

STATE OF TEXAS

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS, that the _____,
a _____, as “Principal” and _____, as “Surety” or as
“Co-Sureties”, authorized under the laws of the State of Texas to act as Surety on bonds for
principals are held and firmly bound unto Hidalgo County Regional Mobility Authority, (hereinafter
referred to as the “Authority”), in the penal sum of _____
Dollars (\$_____) for the payment whereof, the said Principal and Surety bind
themselves, their heirs, administrators, executors, successors and assigns, jointly and severally,
by these presents:

WHEREAS, the Principal has entered into a certain written contract with Hidalgo County
Regional Mobility Authority, dated the _____ day of _____, 2021
(hereinafter referred to as the “Contract”), which 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 Principal
shall promptly and faithfully perform all of its warranty obligations under the Contract Documents,
as they may be amended or supplemented, including without limitation the fulfillment of all
Warranties, and payment of claims, subcontractors, suppliers, materialmen and mechanics, then
this obligation shall be null and void; otherwise this obligation shall remain in full force and effect,
it being expressly understood and agreed that the liability of Surety for any and all claims
hereunder shall in no event exceed the Bonded Sum.

The following terms and conditions shall apply with respect to this Bond:

1. The Contract Documents are incorporated by reference herein.
2. Surety’s obligations under this Bond shall include the Principal’s obligation to pay its subcontractors, suppliers, materialmen and mechanics for warranty-related work or supply.



3. The guarantees contained herein shall survive one year after the final completion of the construction called for in the Contract Documents.
4. Whenever Principal shall be, and is declared by the Hidalgo County Regional Mobility Authority and or representatives to be, in default with respect to its warranty obligations under the Contract Documents, provided that the Hidalgo County Regional Mobility Authority is not then in material default thereunder, Surety shall promptly take one of the following actions with the consent of the Hidalgo County Regional Mobility Authority:
 - a) arrange for Principal to perform and complete the warranty obligations of this Agreement;
 - b) complete the Warranty Work in accordance with the terms and conditions of the Contract Documents then in effect, through its agents or through independent contractors;
 - c) obtain bids or negotiated proposals from qualified contractors acceptable to the Hidalgo County Regional Mobility Authority for a contract for performance and completion of the Warranty Work (as defined in the Agreement), through a procurement process approved by the Hidalgo County Regional Mobility Authority, arrange for a contract to be prepared for execution by the Hidalgo County Regional Mobility Authority and the contractor selected with the Hidalgo County Regional Mobility Authority's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Agreement; or
 - d) waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances, (i) after investigation, determine the amount for which it may be liable to the Hidalgo County Regional Mobility Authority and, as soon as practicable after the amount is determined, tender payment therefore to the Hidalgo County Regional Mobility Authority, or (ii) deny liability in whole or in part and notify the Hidalgo County Regional Mobility Authority citing reasons therefore.
5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional written notice from the Hidalgo County Regional Mobility Authority to Surety demanding that Surety perform its obligations under this Bond, and the Hidalgo County Regional Mobility Authority shall be entitled to enforce any remedy available to the Hidalgo County Regional Mobility Authority. If Surety proceeds as provided in Subparagraph 4.d, and the Hidalgo County Regional Mobility Authority refuses the payment tendered or Surety has denied



liability, in whole or in part, without further notice the Hidalgo County Regional Mobility Authority shall be entitled to enforce any remedy available to the Hidalgo County Regional Mobility Authority.

6. After the Hidalgo County Regional Mobility Authority has terminated the Principal's right to complete the Agreement, and if Surety elects to act under Subparagraph 4.a, 4.b, or 4.c above, then the responsibilities of Surety to the Hidalgo County Regional Mobility Authority shall not be greater than those of the Principal under the Agreement, and the responsibilities of the Hidalgo County Regional Mobility Authority to Surety shall not be greater than those of the Hidalgo County Regional Mobility Authority under the Agreement. To the limit of the Bonded Sum, but subject to commitment of the unpaid balance to mitigation costs and damages on the Agreement, Surety is obligated without duplication for:
 - a) the responsibilities of the Principal for correction of defective work; and
 - b) actual damages, including additional legal, design professional, and delay costs resulting from Principal's default, and resulting from the actions or failure to act of Surety under Paragraph 4.
 - c) Liquidated Damages under the Agreement.
7. No alteration, modification or supplement to the Warranty provisions of the Contract Documents or the nature of the work to be performed thereunder, including without limitation any extension of time for performance, shall in any way affect the obligations of Surety under this Bond. Surety waives notice of any alteration, modification, supplement or extension of time.



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365 TOLLWAY SEGMENTS 1 AND 2
CONTRACT NO.: 0921-02-368

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 Article 21.09 of the
Insurance Code)





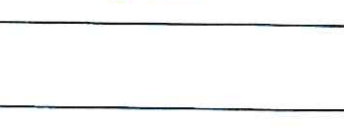
*NOTE: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Payment Bond in each contract.



HCRMA BID #2021-001 FOR THE
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Q. RECEIPT OF ADDENDA

I/We hereby acknowledge receipt of the following addenda and have made the necessary revisions to the Bidder's Proposal, plans, and specifications, etc., and agree that these addenda are included in the Bidder's Proposal.

Addenda #	Signature	Date
1.		09/24/2021
2.		10/04/2021
3.		10/05/2021
4.		10/07/2021
5.		10/11/2021
6.		
7.		
8.		
9.		
10.		

I/WE understand that failure to confirm Receipt of Addenda may result in the bid not being accepted.



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R. ENGINEER'S SEAL

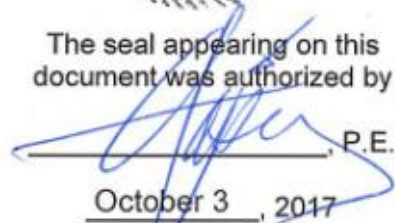
CONTROL: 0921-02-368
PROJECT : 365 Tollway
CORRIDOR: 365 Toll
COUNTY : Hidalgo

The enclosed Texas Department of Transportation 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.

Gustavo O. Lopez, PE for
Dannenbaum Engineering Corp. for
overall program management.



The seal appearing on this
document was authorized by

 P.E.
October 3, 2017

Robert Macheska, PE, for
L&G Consulting Engineers, Inc.
from FM 396 / Anzalduas Hwy
to McColl Rd.



The seal appearing on this
document was authorized by

 P.E.

October 3, 2017

Guillermo Arratia, PE, for
S&B Infrastructure, LTD from
McColl Rd to US 281.



The seal appearing on this
document was authorized by

 P.E.

October 3, 2017

Jose A. Sanchez, PE, for
TEDSI, Infrastructure Group
for toll system components.



The seal appearing on this
document was authorized by

 P.E.

October 3, 2017



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S. GENERAL NOTES

GENERAL NOTES:

1. All work pertaining to this project shall be subject to inspection by the Owner and the Engineer.
2. The Contractor shall coordinate all testing through Engineer and Owner.
3. All improvements shall be constructed in accordance with the attached plans and specifications.
4. The Contractor shall determine the depth and location of existing underground utilities prior to any excavation or trenching and shall be required to take any precautionary measures to protect all lines shown and/or any other underground utilities not of record or not shown on the plans. Contractor shall be responsible for contacting all franchise and utilities prior to construction.
5. The existence and locations of all underground utilities shown on the drawings were obtained from available records and are approximate. Neither the Owner nor the Engineer assumes any responsibility for utilities not shown in the plans.
6. The Contractor will be responsible for coordinating with utility companies the establishing of exact location, depth and size of utility lines. The Contractor will also be responsible for coordinating with the utility companies for replacement or repairs of all cut or broken utility lines.
7. The Contractor shall allow time for utility relocation. There will be no compensation for down time.
8. The HCRMA will conduct the base construction staking as shown on the plans.
9. Any Contractor/SubContractor performing work on this project shall familiarize himself with the site and shall be solely responsible for any damage to existing facilities resulting directly or indirectly from its operation. Said existing improvements shall include but not be limited to berms, ditches, fences, and plants. Any removal or damage to existing improvements shall be replaced or repaired by the Contractor at his expense and shall be approved by the Owner.
10. The Contractor shall comply with the latest edition of OSHA regulations and the State of Texas laws concerning excavation.
11. The Contractor is responsible for keeping roadways adjacent to the project free of construction mud and debris.
12. The Contractor shall clean up and restore areas disturbed during construction to a condition as good or better than that which existed prior to construction.



13. The Contractor shall promptly remove from the project all surplus material. This shall be incidental to the project and not a separate pay item. Surplus material from excavation, including dirt, trash, etc. Shall be properly disposed of at a site acceptable to the County's floodplain administrator. If the Contractor places excess material in the area without written permission, the Contractor will be responsible for all damage resulting from such fill and shall remove the material at its own cost.
14. Surplus dirt is subject to local agreements between the land owner and Owner. The Contractor shall coordinate with Owner, Engineer, and land owner prior to excavating material.
15. The Contractor shall maintain a set of redline drawing recording as-built conditions during construction. These marked drawings shall be submitted to the Owner and Engineer prior to processing of final pay request.
16. De-watering will not be paid for directly but shall be considered subsidiary to the various bid items. If pipe/boxes areas cannot be dewatered, stabilizing material (lean concrete or cement stabilized fill) shall be used to establish working platform. The latter will not be paid for directly but shall be considered subsidiary to the various bid items
17. Trench protection will be paid for directly when it is called out as an explicit pay item, and will be considered subsidiary only wherever the plans say to consider it as such.
- ~~18. All concrete shall be sulfate resistant including concrete used for fabrication of concrete structures.~~
19. Silt fences and all other temporary erosion sediment control (TESC) measures shall be inspected immediately after each rainfall event greater than 0.1" of rainfall and at least daily during prolonged rainfall events.
20. Sediment deposits shall be removed from all TESC measures and temporary drainage facilities upon reaching a depth of 6".
21. The Contractor is responsible for preparing and obtaining the necessary regulatory permits needed for the project. Permits will not be paid for directly but shall be considered subsidiary to the various bid items. HCRMA will obtain the appropriate nationwide or individual permit(s) when necessary as dictated by project specific conditions and the potential to affect USACE jurisdictional areas to address the work detailed in the plans.
22. The Contractor is responsible for preparing and obtaining the necessary Texas Commission on Environmental Quality (TCEQ) permits. Permits will not be paid for directly but shall be considered subsidiary to the various bid items. Any fines or penalties for failure to implement or maintain TESC measures shall be the responsibility of the Contractor.
23. The Contractor shall be responsible for securing notice of intent, notice of termination and any additional permits required by TCEQ.
24. The Contractor shall be responsible for maintenance of TESC. Damaged/missing TESC shall be replaced by the Contractor at no additional cost. TESC may be shown on plans outside ROW for clarity purposes only. Actual placement shall be done within ROW.



GENERAL REQUIREMENTS AND COVENANTS - ITEM 1 THRU 9

For all pits or quarries, Contractor shall comply with the "Texas Aggregate Quarry and Pit Safety Act."

Contractor shall provide on a weekly basis, a list of equipment, including idle equipment, utilized on the project that week.

The 1-800 call services for utility locations do not include TxDOT facilities. Contact the Pharr District Signal Section (956-702-6225) for coordination regarding TxDOT underground lines.

ITEM 5: Control of the Work

Prior to contract letting, bidders may obtain a free computerized transfer of files (from the Engineer's office) that contains the earthwork information. If copies of the actual cross-sections in addition to, or instead of the electronic files are requested, they will be available at the Engineer's office for borrowing by copying companies for the purpose of making copies for the bidder at the bidder's expense.

ITEM 7: Legal Relations and Responsibilities

404 Permit Requirements:

The Contractor shall note that discharge of permanent or temporary fill material into the waters of the United States (U.S.), including jurisdictional wetlands, as necessary for construction, will require specific approval of the U.S. Army Corps of Engineers (USACE) under section 404 of the Clean Water Act.

HCRMA will obtain the appropriate nationwide or individual permit(s) when necessary as dictated by project specific conditions and the potential to affect USACE jurisdictional areas to address the work detailed in the plans. The Contractor may review the permitted plans at the office of the HCRMA Chief Construction Engineer in charge of construction. HCRMA will hold the Contractor responsible for following all conditions of the approved permit. If the Contractor cannot work within the limits or scope of this permit(s), then it becomes the Contractor's entire responsibility to consult with the USACE on the need for changes or amendments to the conditions of the existing permit (s) as originally obtained by the HCRMA. However, the Contractor may request HCRMA to assist in this process by providing complete and specific revised details for HCRMA review and submittal to the USACE. For off Project right of way coordination, the Contractor or his agent shall handle all activities directly with the USACE.

It is essential that any impacts to USACE jurisdictional waters of the U.S., including jurisdictional wetlands, be the minimum necessary to complete the proposed work. If the Contractor needs further explanation of the conditions of the permit, including means of compliance, they may contact the HCRMA Chief Construction Engineer.



Project Specific Locations (PSL's) Coordination

The Contractor shall not initiate activities in a project specific location (PSL) associated with a U.S. Army Corps of Engineers (USACE) permit area that has not been previously evaluated by the USACE as part of the permitting for this project. Such activities include, but are not limited to, haul roads, equipment staging areas, borrow and disposal sites. "Associated" defined here includes materials delivered to or from the PSL. The permit area includes all waters of the U.S. or associated wetlands affected by activities associated with this project. Special restrictions may be required for such work. The Contractor shall be responsible for any and all consultations with the USACE regarding activities, including project specific locations (PSLs) that have not been previously evaluated by the USACE.

The Contractor shall provide the department with a copy of all consultation(s) or approval(s) from the USACE prior to initiating activities.

The Contractor may proceed with activities in PSLs that do not affect a USACE permit area if a self determination has been made that the PSL is non-jurisdictional or proper USACE clearances have been obtained in jurisdictional areas or have been previously evaluated by the USACE as part of the permit review of this project. The Contractor is solely responsible for documenting any determination(s) that their activities do not affect a USACE permit area. The Contractor shall maintain copies of their determination(s) for review by the department or any regulatory agency.

The disturbed area for all project locations in the Contract, and the Contractor project specific locations (PSLs) within 1 mile of the project limits for the Contract, will further establish the authorization requirements for storm water discharges. The Department will obtain an authorization to discharge storm water from the Texas Commission on Environmental Quality (TCEQ) for the construction activities shown on the plans. The Contractor is to obtain required authorization from the TCEQ for Contractor PSLs for construction support activities on or off the ROW. When the total area disturbed in the Contract and PSLs within 1 mile of the project limits exceeds 5 acres, provide a copy of the Contractor NOI for PSLs on the ROW to the Engineer and to the local government that operates a separate storm sewer system.

In order to expedite the approval process for PSL's or to eliminate or minimize potential impacts to project progress, initiate coordination efforts with the USACE **within 30 days from the date of "authorization to begin work"**. If this is not done, the Contractor waives the right to request any contract time considerations if project progress is impacted and PSL'S approval is still pending.

Requests submitted to the HCRMA will be evaluated on this basis and will require documentation showing substantial early coordination efforts to expedite the approval process as herein stated. The request shall include a detailed chronological summary status with dates of coordination activities with the resource agencies, including those occurring after the initial coordination, to be reviewed and confirmed by the district's environmental section.

ITEM 8: Prosecution and Progress

Liquidated damages per Calendar Day for this project have been set at \$16,500 per day.

Where road closures or detours around structures are necessary to accomplish proposed work, the removal of existing structures and/or cutting of existing pavement will not be permitted until all pre-cast members for the proposed structure have been cast, tested and approved for use.



Calendar Days will be computed and charged in accordance with Item 8L.

Upon issuance of written authorization to begin work, all of Item 100 work that is in conflict with utilities, "Preparing Right of Way" will commence unless otherwise directed by the Engineer.

Contractor shall only perform Prep ROW on the first Phase of construction as much as possible. Item 100 work shall be completed before work begins on other items, unless otherwise authorized by the project Engineer. Item 100 will be charged in accordance with Item 8L Calendar Days.

Prepare progress schedules using the Critical Path Method (CPM).

ITEM 100: Preparing Right of Way

Clearing & grubbing shall be executed in accordance with the Removal Plan Sheet details.

Preparation of ROW will be done in accordance with the construction phasing shown on the Traffic Control Plans. Performance of this item will not be allowed outside of the project's current construction phase without prior approval by the Engineer.

ITEM 132: Embankment

Embankment (DENS CONT) shall be Type C with a max. PI of 40. Material used as embankment material in the top two feet below the bottom of Flexible Base shall meet the following requirements based on preliminary tests and such other tests found necessary by the Engineer.

The material shall be such as to produce a well-bonded embankment and shall have a minimum PI of 8 and a maximum PI of 30.

It is the Contractor's responsibility to advise the Engineer of the location of the source sufficiently in advance to avoid delay.

ITEM 160: Topsoil

Use topsoil as needed and directed by the project Engineer for select problem areas. Unless otherwise approved by the project Engineer, use topsoil from approved sources outside the right of way as per standard specifications. Existing topsoil is to be salvaged and retained for re-use on the project as topsoil. Stockpiles are to be clearly labeled with identification of material and owner of said material.

ITEM 164: Seeding for Erosion Control

During drill seeding operations, application methods shall be in accordance with the method shown in the Standard Specification Book.

SS-1 Tacking Agent shall be a ratio of 2:1, two (Emulsion) to one (water) and applied at a rate of 0.05 gallons per square yard. The SS-1 Tacking Agent required for Drill Seed operations, will not be paid for directly, but will be subsidiary to Item 164 "Drill Seeding." Watering shall not be



used with the Drill Seed Method. A biodegradable tacking agent may be used in lieu of the SS-1 tacking agent in accordance with the manufacturer's recommendations when approved by the engineer.

Cool Season or Warm Season Grasses shall be included as part of Item 164 (See Table 3 and/or Table 4 in the Standard Specification Manual for dates and seed type).

Seed mixture shall be as specified under Item 164.

ITEM 166: Fertilizer

Fertilizer rate is based on a rate of 100 Lbs. of Nitrogen per acre. The Nitrogen-Phosphorous-Potassium (NPK) ratio shall include a minimum of 5 percent phosphorous and 5 percent Potassium. Fertilizer shall be homogenized.

ITEM 169: Soil Retention Blankets

The Contractor shall only select a soil retention product from the TxDOT approved Material Producer List. Soil Retention Blankets shall be installed as per the manufacturer's specifications. The Contractor shall provide to the Engineer a copy of the manufacturers installation specifications for review and approval prior to the installation of any erosion control products. The Contractor is to use only biodegradable material for soil retention blankets.

ITEM 247: Flexible Base

Flexible Base Type E will be composed of caliche (argillaceous Limestone, calcareous or calcareous clay particles) and may contain stone, conglomerate, gravel, sand or granular materials when these materials are in situ with the caliche.

Flexible Base (TY E GR 4) or (TY D GR 4) crushed concrete shall conform to the following requirements:

Retained on Sq. Sieve	Percent Retained
2"	0
1/2"	20-60
No. 4	40-75
No. 40	70-90
Max. PI:	15
Max. Wet Ball PI:	15
Wet Ball Mill Max Amount:	50
Min. Comp. Strength PSI:	150 at 15 PSI lateral pressure
Triaxial Test	Tex-117-E

The Wet Ball Test (Tex-116-E) shall be run and the Plasticity Index of the material passing the No. 40 sieve shall be determined (Wet Ball PI).

The percent of density as determined by Compaction Ratio (Tex-113-E) for the new Flexible Base shall be a minimum of 98%.

The Contractor's attention is called to the fact that certain existing and/or proposed structures



may be within the limits of the Flexible Base. It shall be the Contractor's responsibility to perform construction operations without damage to these structures.

For water added under Item 247, the sulfate content will not exceed 3000-ppm and the chloride content will not exceed 3000-ppm.

ITEM 251: Reworking Base Courses

Quantities of Flexible Base to be salvaged, shown on the typical sections, are for estimating purposes only. All acceptable base material encountered in existing base is to be salvaged as directed by the Engineer regardless of the quantities involved.

Salvaged base may be used on any of the proposed driveway sections.

ITEM 260: Lime Treatment (Road Mixed)

The Contractor's attention is called to the fact that certain existing and/or proposed structures are within the limits of the lime-treated Subgrade. Unless otherwise directed by the Engineer, these structures shall be installed before the final rolling of this Subgrade. It shall be the Contractor's responsibility to perform the proper lime treating operation without damage to these structures.

The slurry method of applying lime will be required, except when the lime is to be added to naturally wet materials as directed by the Engineer.

The lime shall be added to the Flexible Base and/or salvage base at a central mixing site or mixing plant away from the construction area. The Engineer shall approve the site or plant location and method of mixing.

For this project, the Engineer will direct a random number of lime trucks to be check weighed.

The percent of density as determined by Tex-121-E for the new and salvage Flexible Base shall be a minimum of 98% for all courses.

Proof roll all constructed lime treated subgrade and bases courses in accordance with Item 216, "Proof Rolling." Correct soft spots as directed. Correction of soft spots in the subgrade or base courses will be at the Contractor's expense.

Contractor is to place an underseal and/or pavement course as indicated on plans within 14 calendar days of initial prime coat application. Otherwise, reapply prime coat as directed by the Engineer. Reapplication of the prime coat will be at the Contractor's expense.

"Allow the mixture to mellow for a minimum period of 48 hours for all types of lime utilized. Additional time might be required due to sulfate and organic testing requirements, as directed by Engineer."

ITEM 300: Asphalts, Oils and Emulsions

Temporary ramps/detours and driveways may use performance grade binder 64-22.



ITEM 301: Asphalt Antistripping Agents

Hydrated Lime shall be added as an Antistripping additive between the rates of 1% minimum and 2.0% maximum by weight for Items 292, 346, 3076 and 3077. If the Hamburg Wheel Test cannot be met within these limits, Liquid Antistripping agents as approved by the Engineer may be used in conjunction with lime for Items 346, 3076, and 3077.

ITEM 302: Aggregate for Surface Treatments

Loc.	County	CSJ	Highway	Binder	SAC
1	Hidalgo	0921-02-368	365 toll road	SPG 79-13	B

The aggregate for the surface treatment shall be surface dry before application unless otherwise directed by the Engineer.

ITEM 305: Salvaging, Hauling, and Stockpiling Reclaimable Asphalt Concrete

Salvaged material shall belong to the Contractor to be disposed of in an appropriate manner.

ITEM 310: Prime Coat

The Contractor shall exercise diligence in the application of asphalt by the use of flagging and rolling procedures to keep from spraying or splattering the traveling public with asphaltic material.

All existing Flexible Base, which may become exposed by the milling operation, shall be primed at the rate of 0.2 Gal/SY.

Do not apply subsequent courses over the initial prime coat any earlier than the day after the prime coat was applied, unless otherwise authorized or directed by the Engineer.

ITEM 316: Surface Treatments

In addition to cleaning by brooming of paved surfaces to be sealed as required by this Item, blading may also be necessary to clean dirt and grass from edges of the pavement and/or turnout areas. The cost of this blading will not be paid for directly but will be considered subsidiary to the various bid Items of the project.

The type and grade of asphalt as shown on the plans and/or as directed by the Engineer, shall be used on these projects. Asphalt cement will be used during the warm season. An emulsified asphalt will be used during the cooler season if permitted in writing by the Engineer. The emulsified asphalt, if used, shall be HFRS 2P. Estimated quantities shown for the bid Item is based on an average of the estimated rates of application for asphaltic cement and emulsified asphalt. These rates should be used for estimating and comparison purposes only.

The one or two-course surface treatment shall be in place for a sufficient period of time in the opinion of the Engineer, for the surface treatment to properly dry and cure before placing the Asphaltic Concrete Pavement.



Traffic will not be permitted on the surface treatment unless authorized by the Engineer.

When emulsified asphalt is used, do not apply subsequent courses over the surface treatment any earlier than the day after the surface treatment was applied, unless otherwise authorized or directed by the Engineer.

ITEM 341: Dense-Graded Hot-Mix Asphalt

The Contractor shall exercise diligence in the application of "Tack Coat" by the use of flagging and rolling procedures to keep from spraying or splattering the traveling public with asphaltic material.

Blading (not to exceed more than 3-ft from the pavement edge) may also be necessary to clean dirt and grass from pavement edges and turnout areas as work under this bid Item. The cost of this blading will not be paid for directly, but shall be considered subsidiary to this bid Item.

This project will require the following minimum surface aggregate Classifications:

County	CSJ	Highway	Classification
Hidalgo	0921-02-368	365 Toll Rd	A

Level-up will be placed before the surface course. An asphaltic concrete spreading and finishing machine and/or motor graders; when approved by the Engineer may be used to place the ACP level-up.

All unconfined longitudinal joints shall be constructed with a joint maker providing a maximum ½-inch vertical edge and a minimum 6:1 edge taper or as approved by the Engineer.

The Hamburg wheel Test requirement for PG 64 binder will be 5,000 passes @ 0.5 inch rut depth.

Target Lab Molded Density for this project shall be 97%.

Public and private driveways need to have a smooth vertical transition between the edge of pavement and the existing driveways. The Contractor is to add a vertical taper if needed which will be subsidiary to Item 341.

The use of RAP and RAS will not be allowed as part of the mix design for the final riding surface.

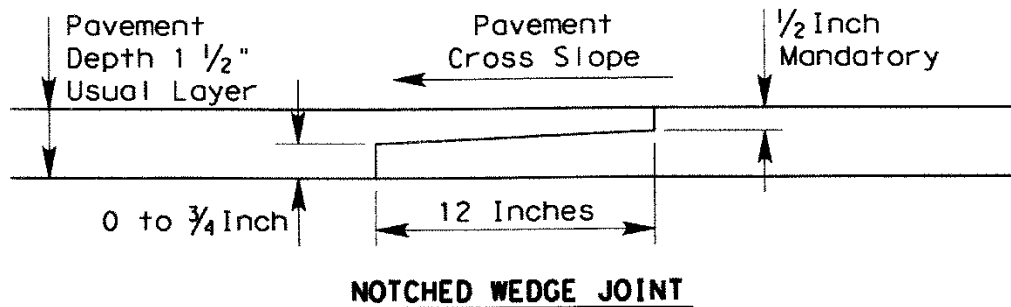
Use a release agent from the Department's MPL to clean and to coat the inside of truck beds for hauling equipment. Hauling equipment shall be cleaned prior to hauling material to job site. Submit a copy of the bill of lading to the Engineer as part of the QCP. Ensure the pavement is free from any spillage of hydraulic oil or diesel from construction equipment. The Department may reject trucks that contain any foreign material and suspend production if the pavement is contaminated by any pollutants mentioned above.

The percentage of RAS used in the total mix shall not exceed 3% when allowed. The use of only pre-consumer shingles will be permitted when RAS is allowed.

SAC B aggregate must have material properties that require 5 or less on the magnesium sulfate soundness test and 15 or less on the Micro-Deval test.

Level-up will be placed before the surface course. An asphaltic concrete spreading and finishing machine and/or motor graders; when approved by the Engineer may be used to place the ACP level-up.

All unconfined longitudinal joints shall be constructed with a joint maker providing a maximum $\frac{1}{2}$ -inch vertical edge and a minimum 6:1 edge taper or as approved by the Engineer. The Engineer may waive this requirement when no impacts to the traveling public are foreseen.



The engineer may allow for variances to the dimensions shown.

The Hamburg Wheel Test requirement for PG 64 binder will be 5,000 passes @ 0.5-inch rut depth. Design mixture using a Superpave Gyratory Compactor.

Design layers as shown on typical section to 97.5% density.

Public and private driveways need to have a smooth vertical transition between the edge of pavement and the existing driveways. The Contractor is to add a vertical taper if needed which will be subsidiary to Item 3076.

The use of RAP and RAS (recycled asphalt shingles) will not be allowed as part of the mix design for the final riding surface.

Use a release agent from the Department's MPL to clean and to coat the inside of truck beds for hauling equipment. Hauling equipment shall be cleaned prior to hauling material to job site. Submit a copy of the bill of lading to the Engineer as part of the QCP. Ensure the pavement is free from any spillage of hydraulic oil or diesel from construction equipment. The Department may reject trucks that contain any foreign material and suspend production if the pavement is contaminated by any pollutants mentioned above.

The percentage of RAS used in the total mix shall not exceed 3% when allowed.

When SAC B aggregate is used, material properties are required to be 10 or less on the magnesium sulfate soundness test and 20 or less on the Micro-Deval test.



ITEM 354: Planing and Texturing Pavement

Contractor is to place seal coat or ACP layer(s) as indicated on plans within 14-calendar days of planing/milling operation unless otherwise directed by the Engineer.

All planing/milling operation drop offs greater than 1-inch need to have a 3:1 slope taper unless otherwise directed by the Engineer. The cost of the 3:1 slope taper is subsidiary to item 354.

For full width planing/milling locations, Contractor is to place seal coat or ACP layer(s) as indicated on the plans within 2-calendar days of the planing/milling operation unless otherwise directed by the Engineer. Contractor will not be allowed to move onto the next planing/milling location or seal coat/ACP overlay location until the exposed area is covered as per above. Contractor cannot get paid for the planing/milling operation until exposed area is covered as per above.

ITEM 400: Excavation and Backfill for Structures

If the Contractor elects to cut pavement (existing/detour) for structural work beyond that required by the construction phasing shown in the plans and approved by the Engineer, it shall be restored at his expense and backfilled to its original condition or better in accordance with Item 400.

Unless shown otherwise in the plans, use a 1-ft depth for Item 400 Structural Excavation (Special) for gravel bedding needed below drainage structures with unstable material.

ITEM 416: Drilled Shaft Foundations

Payment for furnishing and installing anchor bolts mounted in drill shafts will be included in the unit price bid for the various diameter drill shafts.

The Contractor shall coordinate with the utility companies to verify utility locations before drilling foundations.

The Contractor shall form, or provide a smooth finish, the portions of drilled shaft that project above the ground line. Place a $\frac{3}{4}$ inch chamfer on the top edge of each pole foundation. This work will not be paid for directly, but will be considered subsidiary to this bid item.

All drilled shaft foundations will be based on the lengths shown on the plans or those established in writing. Adequate calculations for measurements of foundations have been made in accordance with Article 9.1 of the Standard Specifications. Increases or decreases in the quantities required by change in design will be measured as specified and the revised quantities will be the basis for payment.

In the presence of excess ground water and/or unstable conditions in sub-grade soils prevents excavation to the line and depths indicated on the plans for "Drilled Shaft Foundation", other proposed methods of foundation installation such as casing, etc. shall be submitted for review and approved by the Engineer.



ITEM 420: Concrete Substructures

Pay bent concrete as plan quantity.

ITEM 421: Hydraulic Cement Concrete

Provide Sulfate Resistant Concrete for all concrete piling and drilled shafts.

Provide equipment at the batch plant for determining the free moisture and/or absorption of aggregates in accordance with applicable TXDOT Test.

Provide the following items for concrete batch inspection in accordance with specifications outlined in DMS-10101, "Computer Equipment":

- (1) One Desktop Microcomputer or One Laptop Microcomputer
- (2) One Integrated Printer/Scanner/Copier/Fax Unit
- (3) Contractor-Furnished Software
- (4) Hardware

Submit to the Engineer for approval the project locations for all Portland Cement concrete washout areas prior to starting any concrete work.

Use membrane curing, Type 2, for concrete curb, gutter and combined curb and gutter, concrete medians, directional islands and sidewalks.

ITEM 423: Retaining Wall

For MSE walls, provide a system from one approved suppliers from the Mechanically Stabilized Earth (MSE) wall systems listed at the following Bridge Division website:

http://www.dot.state.tx.us/business/Contractors_consultants/bridge/retaining_wall.htm

Water furnished by the Contractor for sprinkling and compacting backfill shall be from a municipal water supply approved by the State Health Department, or shall meet the requirements for Mixing Water as specified in Item 421.

Provide the following surface finishes to all permanent walls in accordance with Item 427:

- (1) Ashlar Stone form liner finish
- (2) Opaque Sealer coating (color to be determined by the Engineer)

Provide surface finishes for concrete as follows:

- (1) Bridge overpass and underpass structures – surface area I, opaque sealer coating (color to be determined by the Engineer).
- (2) Bridge waterway crossings and bridge class box culvert structures – surface area II, opaque sealer coating (color to be determined by the Engineer).

Concrete traffic barrier/railing (roadway and bridge), and retaining wall coping - opaque sealer



coating (color to be determined by the Engineer) to all exposed surfaces.

Furnish Type AS backfill for permanent walls in lieu of Type BS.

ITEM 427: Surface Finishes for Concrete

Provide surface finishes for concrete as follows:

- (1) Bridge overpass and underpass structures – surface area I, opaque sealer coating (color to be determined by the Engineer).

Concrete traffic barrier/railing (roadway and bridge), and retaining wall coping - opaque sealer coating (color to be determined by the Engineer) to all exposed surfaces.

ITEM 432: Riprap

Provide Class “A” concrete minimum for riprap aprons placed around all box culvert and pipe safety end treatments. Provide ¼-inch thick dummy joints at least every 15-ft for riprap aprons placed around box and pipe culverts.

Do not use fiber reinforced concrete RIPRAP on side slopes equal to or steeper than 6:1 unless approved by the Engineer.

ITEM 462: Concrete Box Culverts and Drains

Provide joints in pre-cast concrete box culverts using any of the methods specified in Item 464, except mortar joints.

Provide pre-cast concrete boxes to expedite traffic handling unless otherwise shown on the plans.

Provide the Engineer with the casting schedule of all pre-cast concrete boxes prior to beginning any fabrication.

ITEM 464: Reinforced Concrete Pipe

Use tongue and groove pipe where the RCP extends into the lime treated subgrade. The 4-foot depth restriction for heavy equipment passage over pipe structures is voided. The Contractor will be responsible for any construction damage to these facilities.

Do not use mortar joints.

All reinforced concrete pipe shall include rubber gaskets unless shown otherwise on the plans or directed by the Engineer.

ITEM 465: Junction Boxes, Manholes & Inlets

For TY PSL with RG, FG, or SFG lids inlets, provide Class B concrete riprap with (6"x6" W3xW3 (no. 6 gauge) welded wire fabric) for any side that is touching the natural ground. The riprap will be 4-in thick and 3-ft wide with an 8-in deep by 6-in wide toe unless otherwise shown in the



plans. The cost will be subsidiary to Item 465 unless otherwise shown in the plans.

For all inlet extensions, provide a temporary circular curb/inlet extension opening for drainage during construction. The circular opening will be a 4-in Diameter by 2-in deep slot that matches the statewide PCO standard. Fill curb circular curb/inlet extension opening with epoxy and mortar as per Item 429 Concrete Structure Repair specifications. Epoxy and mortar is subsidiary to Item 465.

ITEM 466: Headwalls and Wingwalls

Do not use pre-cast headwalls/wingwalls.

ITEM 467: Safety End Treatment

All Type II SET's shall have riprap, Class "A" minimum, aprons as shown on the plans. The Contractor may submit an alternate precast SET design for approval by the Engineer.

ITEM 471: Frames, Grates, Rings, and Covers

All grates will be tack welded to the frames in a manner satisfactory to the Engineer.

ITEM 502: Barricades, Signs and Traffic Handling

Shadow vehicles equipped with Truck-Mounted Attenuators are required. See notes for Item 6185: Truck Mounted Attenuator/Trailer Attenuator, for additional references pertaining to the TMAs.

Replace/relocate all regulatory signs removed due to construction operations with the same sign on fixed support(s) immediately upon its removal. First obtain project Engineer approval before removing any regulatory roadway sign. Required flaggers are to be available to direct traffic during sign intermediate down time.

Relocate any Directional Sign Assemblies removed during construction operations immediately upon their removal.

These signs shall be relocated to a location in accordance with the Latest Version of the "Texas Manual on Uniform Traffic Control Devices". In no case will a sign be removed without a replacement sign and support(s) being readily available and a location established. Removal and relocation of these signs required for traffic control will not be paid for directly, but shall be considered subsidiary to Item 502.

From the beginning to the end of the project, all traffic control devices need to be in acceptable condition as per the Texas Quality Guidelines for Work Zone Traffic Control Devices.

Contractor is to place temporary traffic control plan bridge clearance signs before any bridge work is open to traffic. The cost of this item will be subsidiary to item 502.

ITEM 504: Field Office and Laboratory

Furnish (1) Field Office (Type C).



The Contractor will furnish a Type D Structure (Asphalt Mix Laboratory) modified by the following.

Laboratory room:

The other room of this building will be used as a laboratory and will include access to a bathroom facility from the interior. The laboratory and bathroom facility will have the walls, ceiling and floor insulated such that the air temperature can be maintained at 76 degrees Fahrenheit at all times.

Furnish for the Department's use in the asphalt laboratory one (1) desktop computer.

ITEM 506: Temporary Erosion, Sedimentation, and Environmental Controls

Before starting each phase of construction, review with the Engineer the SW3P used for temporary erosion control as outlined on the plans. Before construction, place the temporary erosion and sedimentation control features as shown on the SW3P. Location of Construction Exits are to be approved by the Engineer. After completing earthwork operations, restore and reseed the disturbed areas in accordance with the Department's specifications for permanent or temporary erosion control. Before starting grading operations and during the project duration, place the temporary or permanent erosion control measures to prevent sediment from leaving the right of way.

The "Erosion Control Maintenance" is not intended to be used in lieu of bid items established by the contract.

ITEM 508: Constructing Detours

Flexible Base, prime coat, and Asphaltic Concrete Pavement used for detours shall meet the requirements of Items 247, 310 and 341 respectively, except for measurement and payment.

ITEM 512: Portable Traffic Barrier

Contractor is to provide PCTB reflectors and anchor materials as needed. Any needed PCTB reflectors and anchor materials will be subsidiary to Item 512.

During the various construction phases, provide drainage slots in every temporary concrete traffic barrier used for traffic control in order to handle temporary drainage. Provide any additional drainage measures needed as directed by the Engineer.

ITEM 529: Concrete Curb, Gutter and Combined Curb and Gutter

Before final acceptance of the project, remove discoloration caused by tire marks, mud, asphalt, paint or other similar material by any method satisfactory to the Engineer to achieve a uniform color and texture of the finished surface exposed to view.

Curb attached to the MBGF three-beam transition section will be subsidiary to the MBGF transition.



ITEM 530: Intersections, Driveways, and Turnouts

Prime coat shall meet the requirements of Item 310.

Daily testing requirements for Hot Mix Asphaltic Concrete Pavements for drives, commercial entrances and/or turnouts may be waived by the Engineer.

Public and private driveways need to have a smooth vertical transition tie-in between the proposed driveway and the existing driveway. The Contractor is to add a vertical taper if needed which will be subsidiary to Item 530.

ITEM 531: Sidewalks

Construct ¼-inch thick score joints at a maximum 6-foot spacing and expansion joints at a maximum 18-foot spacing. Construct a joint in the center of the sidewalk if it is over 15-feet wide. For steel reinforcement, use 6x6-inch spacing with #3 bars or 6x6 – D6 welded wire fabric.

ITEM 540: Metal Beam Guard Fence

The optional terminal anchor post with the terminal connector will be required as shown on the Metal Beam Guard Fence Standard.

Galvanize the rail elements supplied for this project using a Type II Zinc Coating.

ITEM 542: Removing Metal Beam Guard Fence

Dispose all metal beam guard fence materials unless shown otherwise in the plans.

ITEM 544: Guardrail End Treatments

Label "end treatment type" on backside of unit at time of installation.

ITEM 552: Wire Fence

552-1

Contractor is to repair any wire fence that is damaged by the Contractor's construction operations to insure the retention of livestock, if any, in their respective pastures along the project.

ITEM 560: Mailbox Assemblies

Coordinate and verify final mailbox locations with TxDOT and the US Postmaster.

ITEM 585: Ride Quality for Pavement Surfaces

Use Surface Test Type "B" for service roads and ramps.

Quality control results shall be submitted to HCRMA the next working day after each day's paving.



Pavement areas with public turnout intersections that carry major traffic volumes will not be subjected to inertial profiler testing. These areas shall be evaluated using the 10-ft. Straightedge.

Diamond grinding shall be used to remove localized roughness.

Use Surface Test Type B pay adjustment schedule 1 to evaluate ride quality of the travel lanes in accordance with Item 585, "Ride Quality for Pavement Surfaces." This includes ramps and service road travel lanes.

ITEM 610: Roadway Illumination Assemblies

All luminaire poles mounted on Single Slope Concrete Barriers (SSCB) shall use 42 inch anchor bolts in lieu of the varying lengths of anchor bolts shown on the table of Standard Sheet SSCB(4)-10.

Luminaires shown on the proposed Traffic Signal installation layout sheets may be shown at an angle for clarity. All luminaires shown shall be installed perpendicular to the main roadway under construction.

In addition to ED (3)-14, each cable for luminaires on traffic signal poles shall be identified in each ground box, pole base, or other accessible location with yellow electrical tape wrapped around the cable. The tape marking shall be at least 2 inches.

All luminaires on traffic signal poles shall be rated for 240 vac. All safety lighting poles shall be serviced for 480 vac.

Luminaires installed on traffic signal poles will not be paid for directly but shall be considered subsidiary to the various bid items of the project.

Fabricate steel roadway illumination poles in accordance with TxDOT standards RIP-17 (Roadway Illumination Poles -2017). Poles fabricated according to RIP-17 require no shop drawings.

Alternate designs to RIP-17 or the use of aluminum to fabricate poles will require the submission of shop drawings electronically.

For instructions on submitting shop drawings electronically go to TxDOT home page, Business with TxDOT, Bridge information, Shop drawings

Luminaires shown on the proposed Traffic Signal installation layout sheets may be shown at an angle for clarity. All luminaires shown shall be installed perpendicular to the main roadway under construction.

Limitations on Use of the RIP-17 Standard

The Roadway Illumination Pole (RIP-17) standard details were developed for installations in locations where the 3-second gust basic maximum wind speed is 110 mph, and where the elevation of the base of the pole is less than (i.e. not more than) 25' above the elevation of surrounding terrain, in accordance with the latest edition of the "AASHTO Standard Specifications



for Structural Supports for Highway Signs, Luminaires and Traffic Signals.” For poles to be installed in regions where the maximum basic wind speed exceeds 110 mph or to be mounted more than 25’ above the surrounding terrain, the Contractor shall provide poles meeting the following requirements:

A. Submittals. Following the electronic shop drawing submittal process (see ftp://ftp.dot.state.tx.us/pub/txdot-info/library/pubs/bus/bridge/e_submit_guide.pdf), the Contractor shall submit to the Engineer, for approval, fabrication drawings and calculations for the poles. The drawings and calculations shall be sealed by a Texas registered or licensed Professional Engineer (P.E.).

B. Luminaire Structural Support Requirements. Lighting poles, arms, and anchor bolt assemblies shall have a 25-year design life to safely resist dead loads, ice loads and the required basic wind speeds at the location of installation in accordance with the current edition of the AASHTO Design Specifications. For transformer base poles, the fabricator shall include transformer base and connecting hardware in calculations and shop drawing submittals. All transformer bases shall have been structurally tested to resist the theoretical plastic moment capacity of the pole. Certification of the plastic moment load test and FHWA breakaway requirement test of the model of base being furnished shall be submitted with the shop drawings. Shop drawings shall show breakaway base model number, and manufacturer's name and logo. Manufacturer's shop drawings shall include the ASTM designations for all materials to be used.

ITEM 613: High Mast Illumination Poles

Pipe joint compound, as used in this Item, is an electrically conducting protective thread lubricant compound to be used on the foundation anchor bolts for high mast illumination poles. (Crouse-Hinds TL-2, 0Z/Gedney Stl, Thomas & Betts Kopr-Sheild).

Construct 100 mph high mast poles of heights 100 ft., 125 ft., and 150 ft. according to HMIP-16 standard sheets. Ground sleeves are required for these poles. Elimination of the ground sleeve will not be allowed.

ITEM 614: High Mast Illumination Assemblies

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

High Mast Illumination fixture housing shall be constructed separate from the fixture reflector. High Mast fixtures shall be natural aluminum or shall be painted gray.

Provide only stainless-steel wire rope pulleys.

ITEM 618: Conduit

All conduit ends in pole bases, controllers and ground boxes shall be plugged with 4 to 6 inches of polyurethane sealant or its equivalent after cables are in place.

Conduit shall be placed in a straight line not to exceed 2.0 feet in any direction that deviates



from the conduit straight line alignment. The depth of the conduit shall be 2.0 feet except when crossing a roadway where the depth shall not be more than 3.0 feet nor less than 1.0 foot below the bottom of the base material in the roadway when placed by the jacking or boring method. Any evidence of damage to the roadway during the jacking or boring operation shall be sufficient grounds to stop the method being used.

Conduit runs under paved roadways or driveways shall be jacked or bored and then pushed across. At these locations, galvanized rigid metal may be used. All other runs shall be made by trenching. Existing pavement which will be removed, reconstructed or overlaid with new pavement may be trenched across. Trenches for conduit runs shall be a minimum 2 feet deep and 4 inches wide. The conduit shall be placed on a 2-inch sand cushion and then backfilled with a minimum of 6 inches sand fill. The remainder of the trench shall be backfilled with flexible base, soil or two-sack concrete as required by location of conduit on the project or as directed. The top 3 inches shall match the existing surface material.

All conduit elbows and rigid extensions required to be installed on PVC conduit systems will not be paid for separately but will be considered subsidiary to the various bid items.

Use materials from prequalified material producers list as shown on the Texas Department of Transportation (TxDOT) - Construction Division's (CST) materials producers list. Category is "Roadway Illumination and Electrical Supplies."

Do not use cast iron junction boxes in concrete traffic barriers and single slope traffic barriers. Use polymer concrete junction boxes instead of the cast iron junction boxes shown on the standard sheets CSB (4), and SSCB (4). Mount the junction boxes flush (+ 0", - 1/2") with concrete surface of concrete barrier.

Use materials from prequalified Material Producer List as shown on the Texas Department of Transportation (TxDOT) - Construction Division's (CST) Material Producer List. Category is "Roadway Illumination and Electrical Supplies."

The polymer concrete barrier box will not be paid for separately, but will be considered subsidiary to Item 618, "Conduit".

Where PVC, duct cable, and HDPE conduit 1" and larger is allowed and installed as per TxDOT standards, provide a PVC elbow in place of the galvanized rigid metal elbow required by the Electrical Detail standards. Ensure the PVC elbow is of the same schedule rating as the conduit to which it is connected. Ensure only a flat, high tensile strength polyester fiber pull tape is used for pulling conductors through the PVC conduit system.

1. The location of conduit lines are diagrammatic only and may be adjusted by the Engineer to accommodate field conditions.
2. Actual conduit lengths, locations and configurations shall be verified at each intersection and shall be as directed and/or approved by the Engineer.
3. The conduit shall be placed on a 2 inch sand cushion and then backfilled with a minimum of 6" sand fill. The remainder of the trench shall be backfilled with flexible base, soil or 2-sack concrete as required by location of conduit on the project or as directed by the Engineer.

4. Conduit shall be placed in an area not exceeding 2' in any direction from a straight line and the depth of the conduit shall be 2' except when crossing a roadway where the depth shall be more than 3'.
5. The open trench method for placing conduit under pavement will not be allowed unless specified in the plans and approved by the Engineer.
6. When conduit is placed by jacking or boring, conduit shall be placed at least 1' below the bottom of the base material. Any evidence of damage to the roadway during the jacking or boring operation shall be sufficient grounds to stop method being used.
7. All couplings and connections shall be tight and waterproof. All proposed and existing conduits shall be brought into a ground box using 45 degree elbows, unless otherwise shown.
8. In the event any existing conduit shown on these plans proves to be no longer usable due to location or damage, it will be the responsibility of the Contractor to replace such sections of conduit with the size and type indicated on these plans, at the Contractor's expense.
9. At each point where the conduit passes beneath the curb, the Contractor shall place a 3/8" galvanized carriage bolt in the curb as a means of marking the location of the conduit. Payment for furnishing and placing bolts is to be included in the unit bid price for conduit.
10. All exposed conduit shall be rigid metal conduit (RMC)
11. All conduit ends, pole bases, controllers and ground boxes shall be plugged with polyurethane sealant or its equivalent after cables are in place.
12. Polyurethane sealant or equivalent material shall be suitable for curing in the presence of moisture. Sealant shall be suitable for use in sealing ends of PVC pipe with electrical conductor running through the pipe. The sealant shall encapsulate and protect electrical conductors and seal ends of PVC pipe from moisture and dirt. The conduit shall be sealed to a minimum of 3" and a maximum of 6".
13. The Contractor may, at his/her option, substitute HDPE conduit meeting the specifications of item 622 for all bores requiring PVC schedule 40 conduit and, when approved by the Engineer, may substitute HDPE for schedule 80 bored conduit. HDPE shall be the same size as the PVC conduit shown on the plans. HDPE shall be terminated with UL listed fittings. HDPE may be threaded and used with threaded PVC connectors or couplings. HDPE shall be extended through the bore in 1 continuous piece and shall be coupled to RMC elbows or to PVC conduit at the bore pits prior to entering ground boxes (if ground boxes are required by the plans). HDPE shall not contain conductors during installation in this manner. No additional compensation will be paid to the Contractor when HDPE is substituted for this purpose.
14. PVC conduit systems that snap or lock together without glue will be allowed for bored PVC schedule 40 if designed/UL listed for use as bored PVC electrical conduit



applications. When approved by the Engineer, it will be allowed for bored PVC schedule 80. No additional compensation will be paid to the Contractor when these specific purpose conduit systems are substituted for this purpose.

15. Installation of the conduit shall be in accordance with the current edition of the national electrical code (N.E.C.)
16. When backfilling bore pits, the Contractor must ensure that the conduit does not become damaged during installation of due to any settling of the backfill in three equal lifts to the bottom of the conduit, or if sand is used, it must be placed to a point two inches above the conduit. Backfill density shall be equal to the existing soil. Due care should be exercised to prevent any material from entering the conduit.
17. Conduit shall have mylar marking tape above the multiduct conduit and concrete encasement. Extend the tape continuously into the adjacent ground boxes on each conduit run. Imprint the making boxes on each conduit run. Imprint the making tape with "TxDOT conduit and buried cable system call 713-802-5604 before proceeding" every 18 inches. The supplying and installation of the marking tapes is not paid for directly but is considered incidental to the various bid items.
18. Bore pits shall be no closer than 2.5' from edge of the base or pavement.
19. All conductors and conduit to be abandoned shall be removed to one foot below ground level. This work shall be considered incidental to the various bid items and will not be paid for directly.
20. Pulling conductors in PVC conduit shall be accomplished with nonmetallic pull rope.
21. When pulling cables or conductors through conduit, manufacturers recommended pulling tensions shall not be exceeded and the cables or conductors shall be lubricated with a lubricant as recommended by the cable manufacturer.
22. All conduits shall be labeled at each end or wherever the conduit enters/exists a ground box, J-box, pull box, enclosure or building, use 2" round brass tags stating conduit content (AVI, PWR, VES, COM. Video, etc.).
23. If trenching is allowed by the Engineer, prior to backfilling conduit trenches, a detectable underground metalized mylar making tape shall be placed above the conduit. The supplying and installation of the marking tape shall not be paid for directly but shall be considered incidental to the various bid items. No additional compensation will be paid to the Contractor when these specific purpose conduit systems are substituted for this purpose.

ITEM 620: Electrical Conductors

For both transformer and shoe-base type illumination poles, provide double-pole breakaway fuse holder as shown on the Texas Department of Transportation (TxDOT) - Construction Division's (CST) Material Producer List. Category is "Roadway Illumination and Electrical Supplies." Fuse holder is shown on list under Items 610 & 620.



Provide 10-amp time delay fuses.

For Flashing Beacons (Item 685) and Ped poles (Item 687) within the project, provide single-pole breakaway disconnects.

Use Bussman HEBW, Littelfuse LEB, Ferraz-Shawmut FEB, or equal on ungrounded conductors.

For all grounded conductors use Bussman HET, Littelfuse LET, Ferraz-Shawmut FEBN, or equal on ungrounded conductors. For all grounded conductors use Bussman HET, Littelfuse LET, Ferraz Shawmut FEBN, or equal. These breakaway connectors have a white colored marking and a permanently installed solid neutral.

1. A minimum length of conductor of 2' shall be left in each ground box or as otherwise directed by the Engineer. No aluminum conductors will be permitted on this project.
2. A minimum length of 2' for each cable shall be left in each metal pole base. For each conductor terminating in the controller cabinet, a minimum of 5' length shall be provided.
3. All electrical connectors for breakaway poles shall be breakaway (Bussmann HEBW, Littelfuse LEB, or equal) in accordance with standards. All electrical connections for neutrals shall be breakaway and shall have a white color marking and a permanently installed solid neutral (Bussmann HET, Littelfuse LEB, or equal).
4. Each wire of each cable or conductor shall be tested after installation by the Contractor. Any incomplete circuit or any damage to any wire or any cable will be cause for immediate rejection of the entire cable being tested. The Contractor shall remove and replace the entire cable at his/her expense, and the replacement cable shall also be tested after installation.
5. Ends of wires to be attached to terminal posts shall be provided with properly sized self-insulated solderless terminals. These terminals shall be attached to wires with a ratchet type compression crimping tool properly sized to the wire. Pre-numbered identification tags of plastic or tape shall be placed around each wire adjacent to wire ends in the controller, signal heads and signal pole terminal blocks

ITEM 621: Tray Cable

Connect luminaires on traffic signal poles using a 4 conductor tray cable with conductor colors of red, black and green #12 AWG (XHHW). The white (neutral) conductor will not be needed and will be capped.

ITEM 624 -Ground Boxes

1. Ground box locations shown on the plans are approximate. Location of ground boxes may be altered as directed by the Engineer. Ground boxes shall not be placed in driveways or wheelchair ramps.



2. Metal ground box covers shall be grounded. The ground box cover and ground conductors shall be bonded to a ground rod located in the ground box and to the system ground. The grounding strap shall be of the flexible brand type. The strap shall be no less than one (1) inch in width and shall be five (5) feet minimum in length to allow the ground box cover to be removed from the box without disconnecting grounding strap.
3. During construction and until the project is complete, the Contractor shall provide all personnel and equipment necessary to remove ground box lids for inspection by the Engineer. The Contractor shall provide this assistance within 24 hours after notification from the Engineer.
4. Conduit penetrations in walls of floor shall be core-drilled and the outer edges of the conduit shall be waterproof sealed.

ITEM 628: Electrical Service

Arrange for and cooperate with the utility company to provide electrical power for the service(s) shown and as required by the plans. A meter will be required on all electrical services.

1. The proposed electrical service pole shall be constructed as shown on "ED" standards, as shown in the electrical service data and in accordance with item 628, "Electrical Service".
2. The Contractor shall be responsible for making all arrangements for electrical service, and compliance with local standards and practices for proper installations. The Contractor shall coordinate electrical connection or services establishment. Addresses for service poles will be provided by HCRMA.
3. "ED" standards require that the enclosure and disconnect combination be rated as service entrance equipment. The mere assemblage of UL listed components does not meet this specification and will not be accepted. The enclosure and disconnect combination must have a UL label stating "Enclosed Industrial Control Panel" or other wording indicating that the panel assembly is UL listed.
4. The Contractor shall coordinate installation of primary power and proposed service pole with HCRMA's energy provider. All power shall be single (1) phase and shall run via overhead and underground as directed by the Engineer.

ITEMS 636: Signs

Complete sign blanks and panels shall be handled and stored at the job site in such a manner that corners, edges and faces are not damaged. Finished sign blanks shall be stored in either a weather-proof warehouse or outside and off the ground in a vertical position. All paper, cardboard and chemically treated separators and packaging shall be removed prior to outside storage.

ITEM 644: Small Roadside Sign Assemblies

All signs shall be installed as shown in the plans and in accordance with the current edition of the "Texas Manual on Uniform Traffic Control Devices" and the "Sign Crew Field Book" (SCFB).



All signs shall be erected according to the locations shown on the signing layout sheets except that a sign may be shifted in order to secure a more desirable location. All sign locations will be staked as shown in the plans and as approved. It is the intent of the plans to erect all roadside traffic signs with the sign edge a minimum of 6 feet from the edge of the shoulder, or if none, 12 feet from the edge of the travel lane. In curb and gutter sections the sign edge shall be a minimum of 2 feet from the face of the curb.

For this project, aluminum type sign blanks as provided for under Item 636 will be required for all proposed signing installed under Item 644. Aluminum sign blanks less than 7.5 square feet shall be 0.08 inch thick, sign blanks 7.5 to 15 square feet shall be 0.100 inch thick and sign blanks greater than 15 square feet shall be 0.125 inch thick.

All excess excavation shall be spread uniformly inside the right of way as directed and shall be included in the price of these items.

Sign types which design details are not shown on the plans shall conform with the latest edition of the TxDOT's "Standard Highway Sign Design for Texas" Manual.

Signs shown to be removed shall include the complete sign installation and separate the sign post at the concrete foundation. The concrete foundation shall be disposed in accordance with this Bid Item. Except for concrete foundations, all removed sign panels, sign posts, and hardware shall remain then property of the Department. All removed sign installations shall be completely disassembled. All salvageable sections of sign panels shall be reverted to original owner. The removed sign material will be required to be hauled to the maintenance yard closest to the project. No signs shall be removed without prior approval.

ITEM 647: Large Roadside Sign Supports and Assemblies

New sign foundation stubs, when left overnight without installing signs and posts, shall be protected with flashing electric lights.

ITEM 656: Foundations for Traffic Control Devices

The dimensions shown on the plans for location of signal pole foundations, conduit and other items may be varied to meet existing conditions as approved.

The work area shall be cleaned up and all loose material resulting from the contract operations shall be removed from the work area each day before work is suspended.

No traffic signal pole shall be placed on the foundations prior to seven (7) days following placement of concrete.

ITEM 658, Delineator and Object Marker Assemblies

Delineator assemblies shall be installed 8 feet from the edge of the shoulder unless restricted by some obstruction, in which case, the delineator assembly shall be placed between 2 and 8 feet from the edge of the shoulder.

Bi-directional object markers shall be in accordance with the D&OM standard sheets. The



Contractor is directed to the standards when instructed where and how to install the object markers.

ITEMS 662 and 666: Work Zone Pavement Markings and Retroreflectorized Pavement Markings

All permanent pavement markings and work zone pavement markings for this project under these Items shall be 0.100 inches (100 mil) thick thermoplastic.

Any permanent pavement markings or non-removal work zone pavement markings lacking reflectivity in accordance with the requirements of Tex 828-B, or that fail to meet minimum retro reflectivity requirements for longitudinal pavement markings when required, will be addressed per the requirements of the specification. The roadway will be re-striped at no additional compensation.

Pavement surface preparation for markings and markers will not be paid for directly, but shall be considered subsidiary to Item 666.

Prior to any striping operations, an on-site coordination meeting between all the parties involved will be required to review striping details and requirements to ensure quality work.

The beads used on this project shall meet the requirements of Departmental Materials Specification DMS-8290, Glass Traffic Beads Texas Type II & III. Use a 50% Type II/ 50% Type III mix utilizing a double drop system with Type III beads dropped first.

For expressway projects, provide channelizing devices at the ramp connections when temporary pavement marking tabs are placed. These channelizing devices will be subsidiary to Item 502.

ITEM 666: REFLECTORIZED PAVEMENT MARKINGS

Contractor to use shadow lane line design on concrete surfaces.
Item 666 6162 RE PV TY I (BLACK)6"(SHADOW) (100 MIL) LF as shown on various plan sheets to be replaced with Item 666 6159 RE PV TY I (BLACK)4"(SHADOW) (100 MIL) LF

ITEM 668: PREFABRICATED PAVEMENT MARKINGS

Item 668 Prefab Pav Mrk 4" white broken w/7" black contrast shown in pavement marking's legend and sheet quantities to be replaced with the following items:

666 6159 RE PV MRK TY I (BLACK)4"(SHADOW)(100MIL) LF
666 6303 RE PM W/RET REQ TY I (W)4"(SLD)(100MIL) LF

ITEM 677: Eliminating Existing Pavement Markings and Markers

Asphalt and aggregate types and grades shall be as approved in writing when a surface treatment is used to eliminate existing pavement markings.



ITEM 680: Highway Traffic Signals

The installation of highway traffic signals shall consist of the following principal Items:

1. Furnishing and installing 8-phase full traffic actuated controllers, base mounted cabinets, conflict monitors, load switches and loop amplifiers.
2. Furnishing and installing post mounted flashing beacon controllers and cabinets.
3. Furnishing and installing either, steel strain and/or mast arm poles, electrical service, luminaires, signal heads and cables, pedestrian heads and push buttons with signs that meet the "Americans with Disabilities Act" Standards, galvanized steel span wire, loop detectors, ground boxes, conduit runs and controller foundations.
4. Removal and disposal of existing signal material specified in the plans.
5. All other Items not listed above which are needed to provide for complete traffic signal installations and for proper signal operation as called for in the plans and specifications shall be furnished and installed.

Any deviation of location for proposed signal work shall be as approved.

All wiring not covered by the plans and specifications shall be in accordance with the latest edition of the National Electrical Code

Signal controller

The signal installations shall be wired in accordance with the phase diagrams in the plans. The proposed base mounted cabinets shall contain 8-phase conflict monitors, which display the "R-Y-G" and "Walk" phases. In addition to detecting phasing conflicts, the Conflict monitors shall also be able to detect multiple signal head indications within every phase. The conflict monitors shall continue to operate in the event of a power supply failure in the timer and shall be able to retain in memory the time and date of the failure detection. Time changes shall be programmable in the field without replacing components or use of external devices. The full-actuated controllers shall meet N.E.M.A. Specifications. The flasher Controllers shall be solid state.

A controller manufacturer's technician shall be required to load initial timing programs into the controllers as called for in the plans. Once the traffic signals are turned on, the same technician shall monitor the signal operation and traffic movement and shall adjust settings for best signal operation. The technician shall provide the HCRMA with a certification that the timing plan and coordination has been established according to the plans. This certification shall include a record showing all settings and functions programmed into the timer and any related units.

The controller must be delivered with two sets of wiring diagrams and operating manuals enclosed in a weatherproof bag.

All wiring not covered by the plans and specifications shall be in accordance with the latest edition of the National Electrical Code,

Under this Item, the proposed cabinets shall be base mounted or as shown in the plans.



Existing utilities

The exact location of existing underground utilities shall be verified with the utility companies prior to construction to avoid conflict with or damage to these utilities.

The coordination with the utility companies will be required to make any adjustments, due to utility conflicts, as defined in the specifications or deemed necessary.

Uniformity in equipment

1. All traffic signal controllers furnished shall be by the same manufacturer.
2. All flashing beacon controllers furnished shall be by the same manufacturer.
3. All traffic signal heads and flashing beacon heads furnished shall be by the same manufacturer.
4. All signal fittings and pipe brackets shall be of an approved metallic material and of the same design and manufacturer.
5. All traffic signal poles furnished shall be by the same manufacturer.
6. All loop detector amplifiers furnished shall be by the same manufacturer and of the same type.

Handling of traffic

Roads and streets shall be kept open to traffic at all times. The setting of loop detectors shall be arranged so as to close only one lane of a roadway at a time. The installation of signal heads, poles and conduit shall also be arranged so as to permit the continuous movement of traffic in both directions at all times.

All construction operations shall be conducted to provide the least possible interference to traffic as shown on the plans, as provided for in the specifications and/or as directed. All signing, barricading and handling of traffic shall conform to the current edition of the "Texas Manual on Uniform Traffic Control Devices".

Sequence of work

1. The existing traffic signal installations and/or flashing beacon installations shall remain in operation at all times during construction of the proposed traffic signal and/or flashing beacon installations or modifications.
2. The complete removal of the specified existing traffic signal and/or flashing beacon installations or specified Items when the proposed traffic signal and/or flashing beacon installations are in place and operational.
3. All labor, tools, and materials used to remove the specified existing traffic signal material shall not be paid for directly, but shall be considered subsidiary to the various items of work.

ITEM 682: Vehicle and Pedestrian Signal Heads

All signal heads shall be covered with burlap from the time of installation until the signal is placed in operation. All signal heads shall be of polycarbonate material and yellow in color. Signal heads shall have standard detachable visors. LED's shall be furnished for all traffic signal heads.



Signal heads shall be positioned carefully to provide the best view of signal indications to motorists. All signal heads shall be installed to a neat overall appearance.

Nominal height for signal heads above pavement surface shall be 18 feet 6 inches, plus/minus 3 inches.

Pedestrian signal heads shall be positioned carefully to provide the best view to pedestrians.

ITEM 684: Traffic Signal Cables

All signal cable shall be #12 AWG; 2/c loop. Lead-In shall be #14 AWG shielded and loop wires in pavement.

ITEM 686: Traffic Signal Pole Assemblies (Steel)

The locations for the proposed traffic signal poles are approximate. The exact locations will be determined in the field in coordination with the Engineer.

Erection and/or removal of poles and luminaries located near any overhead electrical power lines shall be accomplished using established industry and utility safety practices. The appropriate utility company shall be consulted with prior to beginning such work.

ITEM 688: Pedestrian Detectors and Vehicle Loop Detectors

The Contractor shall install loop vehicle detectors in accordance with the Intersection layouts in the plans or as directed. Each loop detector Lead-In cable shall be tagged inside the controller cabinet with its loop number. The loop amplifiers shall indicate the loop and phase of control or direction of control. Loop wires in street shall be #14 AWG. Pedestrian detectors shall meet the minimum requirements called for by the "Americans with Disabilities Act".

Loop detector lead-in cable shall be continuous from ground box to the controller.

Splices for loop wire will be permitted only at ground boxes or pole base with approved weatherproof splice kits.

A minimum length of 2.0 feet for each cable shall be left in each ground box.

ITEM 6007: Fiber Optic Cable

1. The Contractor shall be responsible for testing of all fiber optic cable on the project.
2. The Contractor shall completely test all strands of the fiber optic cable in accordance with the requirements of the specification. Notify the Engineer no less than 2 weeks prior to the starting of the tests to allow the Engineer's representative to witness the tests.
3. The Contractor shall provide copies of all optical time-domain reflectometer (OTDR) test results to the Engineer upon completion of the tests. The Contractor shall furnish all software necessary for access and viewing of OTDR results.



4. The Contractor shall document all changes in the fiber optic cable utilization and provide detailed fiber optic cable utilization diagrams to the Engineer upon completion of all changes.
5. The Contractor shall utilize fiber optic splice enclosures designed and fully equipped to accommodate 144 strand fiber optic cables, 48 strand fiber optic cables and 12 fiber optic pigtails, splices, and connectors unless shown otherwise in the plans.
6. The Contractor shall perform all fiber optic testing on this project bi-directionally.
7. The Contractor shall provide communication cables and electrical conductors in each ground/pole mounted cabinets, ground boxes, electrical services and ITS poles. These cables are quantified in the TMS conduit and cable run schedule. Cable lengths installed in excess of shown quantities will not be paid for.

ITEM HCRMA-ITS-01 Traffic Management Center Electronics and Software

1. Contractor to provide a dedicated server

ITEM HCRMA-ITS-02 CCTV Field Equipment

1. In order to prove operability of CCTV systems submitted for use of this project, the Contractor shall deliver 1 complete set of CCTV equipment for testing as part of the equipment submittal and approval process. The equipment submitted for testing must be fully assembled and in a fully operational condition. The Contractor will configure all equipment submitted for testing as is intended for use of the project. Prototype equipment will not be allowed. The equipment will be interconnected to the proposed Traffic Management System. To be considered fully operational, as a minimum, the equipment must correctly respond to the following commands:
 - Pan left
 - Pan right
 - Tilt up
 - Tilt down
 - Zoom in
 - Zoom out
 - Focus near
 - Focus far
 - Iris override
 - Iris open
 - Iris close
 - Camera power (latching)
 - Pan tilt position preset
2. Equipment which in any manner is not fully operational with the control system will be considered as not passing the test. Equipment which does not pass the test will be allowed 1 chance to be retested. The retest must occur within 30 calendar days after the initial test. All issues of non-compliance and all discrepancies must be resolved for the second test. Equipment which is not able to be retested within 30 calendar days or which

does not pass the second test will be rejected and cannot be used on the project. No additional time or compensation will be granted for the testing of or compensation will be granted for the testing of the CCTV equipment. Successful testing of the CCTV equipment must be completed prior to any construction activities at the CCTV locations. Do not install any camera poles, cabinets or any other CCTV related equipment until successful CCTV equipment testing has occurred.

3. Upon completion of installation, the Contractor shall test the communications link installed between the communications hub building and the CCTV field equipment locations. The Contractor to perform the test at all CCTV locations on the project.
4. The Contractor shall use a test signal generator and video monitor to demonstrate the ability of the video signal link to transmit a NTSC compliant video signal from CCTV cabinet to the communications HUB cabinet. After completion of testing with the signal generator, the contractor shall connect the CCTV camera to the link and use a video monitor at the communications hub cabinet to verify the presence of an NTSC compliant video signal. No degradation of the video signal shall be discernible using the video monitor.
5. For the data communications link, the contractor shall perform a bit error rate test (bert). Using a protocol analyzer which will qualify the link with a minimum bit error rate of $10e-9$. After successful completion of the bert, the contractor shall connect a laptop computer containing CCTV control software to the link and use to control the CCTV movement and control functions from the communications HUB building utilizing the data link. The Contractor shall demonstrate the ability to control all CCTV functions outlined in the specifications. The Contractor shall supply all test equipment, cabling and connectors necessary for performing the tests. Contractor to furnish CCTV control software at the time of testing.

Misc ITS and Toll

1. Contractor to provide the following data for all its components:
 - X,Y of top of ground boxes
 - Ground box depths
 - X,Y of top of its pole foundation, side nearest to ML edge of pavement
 - X,Y of top of toll gantries OSB/COSS foundations, side nearest to ML edge of pavement
 - X,Y of top of its ground mount cabinet foundations, side nearest to ML edge of pavement
 - X,Y of top of its electrical service poles, side nearest to ML edge of pavement
 - X,Y of conduits at every horizontal break/shift.
 - Z (elevation) of top of conduit for every vertical break/shift

This item shall be subsidiary to the various bid items.

2. Usual depth of conduits as per ITS conduit communication/power conduit trench details.
 - Contractor shall review all portions of plan set i.e. Plan and profiles, culvert layouts, irrigation layouts, U&D, etc. to determine possible conflicts with ITS/Tolling conduits.
 - The Engineer noted in TMS layouts possible conflict points. The Contractor shall be responsible for verifying these conflict points and reviewing/determine possible



conflicts for all proposed structures and existing utilities prior to installation of proposed culvert/irrigation structures and ITS-Toll conduits.

3. Sequence of Construction

- The Contractor shall coordinate with all utility companies prior to installation of conduits
- The Contractor shall install conduits under proposed roadway construction during the various phases of construction.
- The Contractor shall install conduits under proposed irrigation/culvert construction during the various phases of construction.
- The Contractor may bore, at its own cost, in lieu of installing conduits during the various phases of construction.



HCRMA BID #2021-001 FOR THE
365 TOLLWAY SEGMENTS 1 AND 2
CONTRACT NO.: 0921-02-368

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T. GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

PREFACE:

The "Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges" of the Texas Department of Transportation, 2014, as amended and augmented by the Supplemental Specifications/Provisions following, shall govern the performance of the Contract. These specifications/provisions hereby are made a part of the Contract as fully and with the same effect as if set forth at length herein.

Attention is directed to the fact that any other documents printed by the Texas Department of Transportation modifying or supplementing said "Standard Specifications", such as Standard Supplemental Specifications, Special Provisions (by the Department), Notice to Bidders, etc., do not form a part of this Contract nor govern its performance, unless specifically so-stated in the Supplemental Specifications/Provisions herein contained.

References to "Proposal" have been changed to "Bid" in the Owner's documents for this contract, including many standard TxDOT terms such as "Examination of Site of Work and Bid [Proposal]". This shall be accounted for when working contract documents prepared by the Owner with those standards prepared by TxDOT.

References made to specific section numbers in these Special Provisions, or in any of the various documents which constitute the complete Contract Documents, shall, unless otherwise denoted, be construed as referenced to the corresponding section of the "Standard Specifications" issued by the Texas Department of Transportation in 2014 and the included "Items 1L-9L General Requirements and Covenants" issued by the HCRMA.



HCRMA BID #2021-001 FOR THE
365 TOLLWAY SEGMENTS 1 AND 2
CONTRACT NO.: 0921-02-368

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

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

ITEM 1L-9L	GENERAL REQUIREMENTS AND COVENANTS
ITEM 1L	ABBREVIATIONS AND DEFINITIONS
ITEM 2L	INSTRUCTIONS TO BIDDERS
ITEM 3L	AWARD AND EXECUTION OF CONTRACT
ITEM 4L	SCOPE OF WORK
ITEM 5L	CONTROL OF THE WORK
ITEM 6L	CONTROL OF MATERIALS
ITEM 7L	LEGAL RELATIONS AND RESPONSIBILITIES
ITEM 8L	PROSECUTION AND PROGRESS
ITEM 9L	MEASUREMENT AND PAYMENT
ITEM 100	PREPARING RIGHT OF WAY (103)
ITEM 103	DISPOSAL OF WELLS (100)
ITEM 104	REMOVING CONCRETE
ITEM 106	OBLITERATE ABANDONED ROAD
ITEM 110	EXCAVATION (132)
ITEM 132	EMBANKMENT (100)(160)(204)(210)(216)(260)(400)
ITEM 160	TOPSOIL (168)
ITEM 164	SEEDING FOR EROSION CONTROL (162)(166)(168)
ITEM 168	VEGETATIVE WATERING
ITEM 169	SOIL RETENTION BLANKETS
ITEM 204	SPRINKLING
ITEM 210	ROLLING
ITEM 216	PROOF ROLLING
ITEM 300	ASPHALTS, OILS AND EMULSIONS
ITEM 247	FLEXIBLE BASE (105)(204)(210)(216)(520)
ITEM 251	REWORKING BASE COURSES (204)(210)(216)(247)(520)
ITEM 260	LIME TREATMENT (ROAD-MIXED) (105)(132)(204)(210)(216)(247)(300)(310) (520)
ITEM 275	CEMENT (204)(210)(216)(247)(300)(310)(520)
ITEM 305	SALVAGING, HAULING, AND STOCKPILING RECLAIMABLE ASPHALT PVMNT
ITEM 310	PRIME COAT (300)(316)
ITEM 316	SEAL COAT (210)(300)(302)
ITEM 341	DENSE-GRADED HOT-MIX ASPHALT (300)(301)(320)(520)(585)
ITEM 354	PLANING AND TEXTURING PAVEMENT
ITEM 360	CONCRETE PAVEMENT (421)(422)(438)(440)(529)(585)
ITEM 361	REPAIR OF CONCRETE PAVEMENT (360)(421)(440)
ITEM 400	EXCAVATION AND BACKFILL FOR STRUCTURE (110)(132)(401)(402)(403)(416)(420)(421)(423)
ITEM 401	FLOWABLE BACKFILL (421)
ITEM 402	TRENCH EXCAVATION PROTECTION
ITEM 409	PRESTRESSED CONCRETE PILING (404)(405)(420)(421)(424)(425)(440)
ITEM 416	DRILLED SHAFT FOUNDATIONS (405)(420)(421)(423)(440)(448)
ITEM 420	CONCRETE SUBSTRUCTURES (400)(404)(421)(422)(426)(427)(440)(441)(448)
ITEM 421	HYDRAULIC CEMENT CONCRETE (360)(361)
ITEM 422	CONCRETE SUPERSTRUCTURES (420)(421)(424)(438)(440)(448)(454)(780)
ITEM 423	RETAINING WALLS (110)(132)(216)(400)(416)(420)(421)(424)(440)(445)(458)(556)
ITEM 425	PRECAST PRESTRESSED CONCRETE STRUCTURAL MEMBERS (409)(420)(421)(424)(426)(427)(434)(440)(442)(445)(448)
ITEM 427	SURFACE FINISHES FOR CONCRETE (420)(740)



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ITEM 432	RIPRAP (247)(420)(421)(431)(440)
ITEM 434	BRIDGE BEARINGS (420)(441)(442)(445)(446)(449)
ITEM 440	REINFORCEMENT FOR CONCRETE (448)
ITEM 441	STEEL STRUCTURES (420)(445)(446)(447)(448)
ITEM 442	METAL FOR STRUCTURES (441)(445)(446)(447)(448)
ITEM 445	GALVANIZING
ITEM 446	FIELD CLEANING AND PAINTING STEEL (441)(445)
ITEM 448	STRUCTURAL FIELD WELDING (440)(442)
ITEM 449	ANCHOR BOLTS (445)
ITEM 450	RAILING (420)(421)(422)(424)(440)(441)(442)(445)(446)(448)(540)
ITEM 454	BRIDGE EXPANSION JOINTS (429)(442)(785)
ITEM 462	CONCRETE BOX CULVERTS AND DRAINS (400)(402)(403)(420)(421)(422)(424)(440)(464)(476)
ITEM 464	REINFORCED CONCRETE PIPE (400)(402)(403)(467)(476)
ITEM 465	JUNCTION BOXES, MANHOLES AND INLETS (400)(420)(421)(424)(440)(471)
ITEM 466	HEADWALLS AND WINGWALLS (400)(420)(421)(432)(440)(464)
ITEM 467	SAFETY END TREATMENT (400)(420)(421)(432)(440)(442)(445)(460)(464)
ITEM 471	FRAMES, GRATES, RINGS, AND COVERS (445,448)
ITEM 476	JACKING, BORING OR TUNNELING PIPE OR BOX (402)(403)(460)(462)(464)
ITEM 479	ADJUSTING MANHOLES AND INLETS (400)(421)(465)(471)
ITEM 496	REMOVING STRUCTURES
ITEM 500	MOBILIZATION
ITEM 502	BARRICADES, SIGNS, AND TRAFFIC HANDLING
ITEM 504	FIELD OFFICE AND LABORATORY
ITEM 506	TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS (161)(432)(556)
ITEM 508	CONSTRUCTING DETOURS
ITEM 512	PORTABLE TRAFFIC BARRIER (420)(421)(424)(440)(442)
ITEM 514	PERMANENT CONCRETE TRAFFIC BARRIER (400)(416)(420)(421)(424)(440)(442)(448)
ITEM 520	WEIGHING AND MEASURING EQUIPMENT
ITEM 528	COLORED TEXTURED CONCRETE AND LANDSCAPE PAVERS (132)(247)(275)(401)(420)(421)(440)
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)(360)(421)(440)
ITEM 531	SIDEWALKS (104)(360)(420)(421)(440)(530)
ITEM 540	METAL BEAM GUARD FENCE (421)(441)(445)(529)
ITEM 542	REMOVING METAL BEAM GUARD FENCE
ITEM 543	CABLE BARRIER SYSTEM (421)(658)
ITEM 544	GUARDRAIL END TREATMENTS
ITEM 545	CRASH CUSHION ATTENUATORS (421)
ITEM 550	CHAIN LINK FENCE (421)(445)
ITEM 556	PIPE UNDERDRAINS (402)(432)
ITEM 560	MAILBOX ASSEMBLIES
ITEM 610	ROADWAY ILLUMINATION ASSEMBLIES (416)(421)(432)(441)(442)(445)(449)(614)(616)(618)(620)(622)(624)(628)
ITEM 613	HIGH MAST ILLUMINATION POLES (416)(421)(432)(441)(442)(445)(449)(618)
ITEM 614	HIGH MAST ILLUMINATION ASSEMBLIES (441)(442)(445)(613)(616)(620)(628)
ITEM 618	CONDUIT (400)(476)
ITEM 620	ELECTRICAL CONDUCTORS (610)(628)
ITEM 621	TRAY CABLE (620)
ITEM 624	GROUND BOXES (420)(421)(432)(440)(618)(620)
ITEM 625	ZINC COATED STEEL WIRE STRAND
ITEM 628	ELECTRICAL SERVICES (441)(445)(449)(618)(620)(627)(656)
ITEM 636	SIGNS (643)
ITEM 644	SMALL ROADSIDE SIGN ASSEMBLIES (421)(440)(441)(442)(445)(636)(643)(656)
ITEM 647	LARGE ROADSIDE SIGN SUPPORTS AND ASSEMBLIES (416)(421)(440)(441)(442)(445)(636)



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ITEM 650	OVERHEAD SIGN SUPPORTS (416)(420)(421)(441)(442)(445)(449)(618)(636)(654)
ITEM 656	FOUNDATIONS FOR TRAFFIC CONTROL DEVICES (400)(416)(420)(421)(432)(440)(441)(442)(445)(447)(449)(618)
ITEM 658	DELINEATOR AND OBJECT MARKER ASSEMBLIES (445)
ITEM 662	WORK ZONE PAVEMENT MARKINGS (666)(668)(672)(677)
ITEM 666	REFLECTORIZED PAVEMENT MARKINGS (316)(318)(502)(662)(677)(678)
ITEM 668	PREFABRICATED PAVEMENT MARKINGS (678)
ITEM 672	RAISED PAVEMENT MARKERS (677)(678)
ITEM 677	ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS (300)(302)(316)
ITEM 678	PAVEMENT SURFACE PREPARATION FOR MARKINGS (677)
ITEM 680	HIGHWAY TRAFFIC SIGNALS (416)(610)(618)(624)(625)(627)(628)(636)(656)(682)(684)(686)(688)
ITEM 682	VEHICLE AND PEDESTRIAN SIGNAL HEADS
ITEM 684	TRAFFIC SIGNAL CABLES
ITEM 686	TRAFFIC SIGNAL POLE ASSEMBLIES (STEEL) (416)(421)(441)(442)(445)(449)
ITEM 687	PEDESTAL POLE ASSEMBLIES (445)(449)(656)(682)
ITEM 688	PEDESTRIAN DETECTORS AND VEHICLE LOOP DETECTORS (618)(624)(682)(684)
ITEM 690	MAINTENANCE OF TRAFFIC SIGNALS (416)(421)(476)(610)(618)(620)(622)(624) (625)(627)(628)(636)(656)(680)(682)(684) (685)(686)(687)(688)
ITEM 740	GRAFFITI REMOVAL AND ANTI-GRAFFITI COATING (427)(446)
ITEM 772	POST AND CABLE FENCE (421)
ITEM 786	CARBON FIBER REINFORCED POLYMER (CFRP) (429)

SPECIAL PROVISIONS:

SPECIAL PROVISIONS WILL GOVERN AND TAKE PRECEDENCE OVER THE SPECIFICATIONS
ENUMERATED HEREON WHEREVER IN CONFLICT THEREWITH.

REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION CONTRACTS
(FORM FHWA 1273, MAY, 2012)

WAGE RATES

SPECIAL PROVISION "SCHEDULE OF LIQUIDATED DAMAGES" (000-001L)
SPECIAL PROVISION "NONDISCRIMINATION" (000-002L)
SPECIAL PROVISION "CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT"
(000-003L)
SPECIAL PROVISION "NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO
ENSURE EQUAL EMPLOYMENT OPPORTUNITY" (000-004L)
SPECIAL PROVISION "STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT" (000-005L)
SPECIAL PROVISION "ON THE JOB TRAINING PROGRAM" (000-006)
SPECIAL PROVISION "DISADVANTAGED BUSINESS ENTERPRISE IN FEDERAL AID
CONTRACTS" (000-394L)
SPECIAL PROVISION "IMPORTANT NOTICE TO CONTRACTORS" (000-010)
SPECIAL PROVISION "IMPORTANT NOTICE TO CONTRACTORS" (000-011)
SPECIAL PROVISION "IMPORTANT NOTICE TO CONTRACTORS" (000-241)
SPECIAL PROVISION "IMPORTANT NOTICE TO CONTRACTORS" (000-659)
SPECIAL PROVISION "IMPORTANT NOTICE TO CONTRACTORS" (000-1019)

SPECIAL PROVISION TO ITEM	002	(002---011L)
SPECIAL PROVISION TO ITEM	007	(007---001L)
SPECIAL PROVISION TO ITEM	300	(300---318)
SPECIAL PROVISION TO ITEM	400	(400---001)
SPECIAL PROVISION TO ITEM	421	(421---009)
SPECIAL PROVISION TO ITEM	506	(506---001L)
SPECIAL PROVISION TO ITEM	643	(643---001)
SPECIAL PROVISION TO ITEM	666	(666---007)



SPECIAL SPECIFICATIONS:

ITEM 1007 IRRIGATION WELLS, GATES, AND VALVES
ITEM 1008 PRESSURE IRRIGATION PVC PIPE
ITEM 4024 REINFORCED CONCRETE LOW-HEAD PRESSURE PIPE
ITEM 4075 WICK DRAINS
ITEM 5002 WATER SUPPLY WATER UTILITIES
ITEM 6003 ITS SYSTEM SUPPORT EQUIPMENT
ITEM 6005 TESTING, TRAINING, DOCUMENTATION, FINAL ACCEPTANCE, AND WARRANTY
ITEM 6006 ELECTRONIC COMPONENTS
ITEM 6007 INTELLIGENT TRANSPORTATION SYSTEM (ITS) FIBER OPTIC CABLE (618)(620)(6016)
ITEM 6008 INTELLIGENT TRANSPORTATION SYSTEM (ITS) GROUND MOUNTED
CABINET (421)(440)(449)(618)(620)(656)(740)
ITEM 6010 CLOSED CIRCUIT TELEVISION (CCTV) FIELD EQUIPMENT (7)
ITEM 6016 MULTI-DUCT CONDUIT SYSTEM (400)(401)(402)(421)(445)(476)(618)(620)
ITEM 6025 RADAR PRESENCE DETECTION DEVICE
ITEM 6028 DYNAMIC MESSAGE SIGN SYSTEM (432)(441)(445)(449)(618)(620)(626)
ITEM 6029 RADAR VEHICLE SENSING DEVICE
ITEM 6057 RADAR ADVANCE DETECTION DEVICE (RADD)
ITEM 6062 INTELLIGENT TRANSPORTATION SYSTEM (ITS) RADIO
ITEM 6064 INTELLIGENT TRANSPORTATION SYSTEM (ITS) POLE WITH CABINET
(416)(421)(440)(441)(442)(445)(449)(496)(618)(620)(740)
ITEM 6120 DEAD END ROADWAY BARRICADE
ITEM 6186 INTELLIGENT TRANSPORTATION SYSTEM (ITS) GROUND BOX
(420)(421)(432)(440)(471)(618)(620)(6016)

365 Toll – Flood Protection Levee Governing Specification

ITEM HCRMA 3114 (Remove / Stockpile Existing Levee Materials)
ITEM HCRMA 3292 (Vegetation for Erosion Control)
ITEM HCRMA 3541 (Construction of Levee)
ITEM HCRMA 6001 (Flowable Fill)
ITEM HCRMA 6010 (Excavation and Backfill for Structures)
ITEM HCRMA 6020 (Concrete Structures)
ITEM HCRMA 6021 (Hydraulic Cement)
ITEM HCRMA 6040 (Reinforcing Steel)
ITEM HCRMA 6045 (Galvanizing)
ITEM HCRMA 6065 (Gatewells)
ITEM HCRMA 6068 (Sluice Gates)
ITEM HCRMA 6071 (Grates & Ladders)
ITEM HCRMA 6079 (Abandon & Plug Structure)
ITEM HCRMA 7031 (Temporary Irrigation Canal By-Pass)
ITEM HCRMA 9079 (Heavy Duty Vehicular Gate)

365 Toll – ITS Governing Specifications

ITEM HCRMA ITS-01 Traffic Management Center Electronics and Software (6006)
ITEM HCRMA ITS-02 Closed Circuit Television (CCTV) Field Equipment (7)
ITEM HCRMA ITS-03 Lightning Protection System (416)(618)(620)(624)(628)(650)
ITEM HCRMA ITS-04 Bluetooth Detection System (6005)(6006)
ITEM HCRMA ITS-05 Full Color LED Dynamic Message Sign System
(416)(432)(441)(445)(449)(618)(620)(650)(656)(6005)(6008)(6028)(6064)
ITEM HCRMA ITS-06 ITS Specification Material Submittal Requirements
(6005)(6007)(6010)(6016)(HCRMA ITS-05)
ITEM HCRMA ITS-07 ITS System Integration (6005)



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FHWA-1273 -- Revised May 1, 2012

*REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS*

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

performed on the contract by piecework, station work, or by subcontract.

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

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

II. NONDISCRIMINATION

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

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

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

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

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

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28



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CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

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

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

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

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

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

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

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

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

employees.

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect



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persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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

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

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

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

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full

efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

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

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

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

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

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

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

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

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

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment



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opportunities for minorities and women; and

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. Davis-Bacon and Related Act Provisions

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

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

1. Minimum wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer



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to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

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

2. Withholding

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

the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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



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shall certify the following:

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an

apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees (programs of the USDOL).

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

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

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program



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

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

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

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

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

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

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

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

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

9. Disputes concerning labor standards. Disputes arising

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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



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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of



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compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

stipulated as follows:

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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



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who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

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

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

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

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

department or agency;

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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



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

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

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

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

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

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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



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The wage rates listed are those predetermined by the Secretary of Labor and State Statute to be the minimum wages paid. To determine the applicable wage rate zone, a list entitled "TEXAS COUNTIES IDENTIFIED BY WAGE RATE ZONES" is provided in the contract. Any wage rate that is not listed must be submitted to the Engineer for approval. IMPORTANT NOTICE FOR STATE PROJECTS; only the controlling wage rate zone applies to the contract. Effective 01-01-2021. Hidalgo County is Wage Rate Zone 3 shown on the following page:

CLASS. #	CLASSIFICATION DESCRIPTION	*ZONE TX03 (TX20210003)
1428	Agricultural Tractor Operator	
1300	Asphalt Distributor Operator	\$13.48
1303	Asphalt Paving Machine Operator	\$12.25
1106	Asphalt Raker	\$10.61
1112	Batching Plant Operator, Asphalt	
1115	Batching Plant Operator, Concrete	
1214	Blaster	
1615	Boom Truck Operator	
1444	Boring Machine Operator	
1305	Broom or Sweeper Operator	\$10.33
1144	Communications Cable Installer	
1124	Concrete Finisher, Paving and Structures	\$12.46
1318	Concrete Pavement Finishing Machine Operator	
1315	Concrete Paving, Curing, Float, Texturing Machine Operator	
1333	Concrete Saw Operator	
1399	Concrete/Gunite Pump Operator	
1344	Crane Operator, Hydraulic 80 tons or less	
1345	Crane Operator, Hydraulic Over 80 Tons	
1342	Crane Operator, Lattice Boom 80 Tons or Less	\$14.39
1343	Crane Operator, Lattice Boom Over 80 Tons	
1306	Crawler Tractor Operator	\$16.63
1351	Crusher or Screen Plant Operator	
1446	Directional Drilling Locator	
1445	Directional Drilling Operator	
1139	Electrician	
1347	Excavator Operator, 50,000 pounds or less	\$12.56
1348	Excavator Operator, Over 50,000 pounds	\$15.23
1150	Flagger	\$9.10
1151	Form Builder/Setter, Structures	\$12.30



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CLASS. #	CLASSIFICATION DESCRIPTION	*ZONE TX03 (TX20210003)
1160	Form Setter, Paving & Curb	\$12.16
1360	Foundation Drill Operator, Crawler Mounted	
1363	Foundation Drill Operator, Truck Mounted	\$16.86
1369	Front End Loader Operator, 3 CY or Less	\$13.49
1372	Front End Loader Operator, Over 3 CY	\$13.69
1329	Joint Sealer	
1172	Laborer, Common	\$9.86
1175	Laborer, Utility	\$11.53
1346	Loader/Backhoe Operator	\$12.77
1187	Mechanic	\$15.47
1380	Milling Machine Operator	\$14.64
1390	Motor Grader Operator, Fine Grade	\$16.52
1393	Motor Grader Operator, Rough	\$14.62
1413	Off Road Hauler	
1196	Painter, Structures	
1396	Pavement Marking Machine Operator	
1443	Percussion or Rotary Drill Operator	
1202	Piledriver	
1205	Pipelayer	\$11.87
1384	Reclaimer/Pulverizer Operator	
1500	Reinforcing Steel Worker	\$14.07
1402	Roller Operator, Asphalt	
1405	Roller Operator, Other	
1411	Scraper Operator	\$11.07
1417	Self-Propelled Hammer Operator	
1194	Servicer	\$12.34
1513	Sign Erector	
1708	Slurry Seal or Micro-Surfacing Machine Operator	
1341	Small Slipform Machine Operator	
1515	Spreader Box Operator	
1705	Structural Steel Welder	
1509	Structural Steel Worker	
1339	Subgrade Trimmer	
1143	Telecommunication Technician	
1145	Traffic Signal/Light Pole Worker	
1440	Trenching Machine Operator, Heavy	
1437	Trenching Machine Operator, Light	
1609	Truck Driver Lowboy-Float	\$13.63



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CLASS. #	CLASSIFICATION DESCRIPTION	*ZONE TX03 (TX20210003)
1612	Truck Driver Transit-Mix	
1600	Truck Driver, Single Axle	\$10.82
1606	Truck Driver, Single or Tandem Axle Dump Truck	\$14.53
1607	Truck Driver, Tandem Axle Tractor with Semi Trailer	\$12.12
1441	Tunneling Machine Operator, Heavy	
1442	Tunneling Machine Operator, Light	
1706	Welder	\$14.02
1520	Work Zone Barricade Servicer	\$12.88

Notes:

*Represents the USDOL wage decision.

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

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



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U. SPECIAL SPECIFICATIONS



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V. VALUE ENGINEERING CHANGE PROPOSALS (VECP)

This Contract is subject to Value Engineering Change Proposals.

1. Owner may accept, in whole or in part, any Contractor proposed VECP by issuing a Change Order. Owner shall not be liable to Contractor for failure to accept or act upon any VECP submitted pursuant to these requirements. Any schedule impacts resulting from a VECP proposal will be identified in an agreed upon Change Order. Until a proposal is affected by a Change Order, the Contractor shall remain obligated to the terms and conditions of the existing Contract.
2. If an executed Change Order has not been issued by the date upon which the Contractor's proposal specifies that a decision should be made, or any other date as the Contractor may subsequently have specified in writing, the proposal shall be deemed rejected. Owner reserves the right to include in the agreement any conditions it deems appropriate for consideration, approval, and implementation of the proposal provided such conditions are reflected in an agreed upon Change Order.
3. The Change Order affecting the necessary Contract modification will establish the net savings agreed upon, will provide for adjustment in the Contract prices or Contract time, and will indicate the net savings to be rationed between Contractor and Owner. In the event a VECP is accepted by Owner, the provisions of the Contract Documents that pertain to adjustment of Contract unit prices due to alterations of Contract quantities will not apply to the items adjusted or deleted as a result of implementing the VECP by Change Order.
4. Acceptance of a VECP and performance of the additional work will not change the Contract time limit, unless specifically provided for in the Change Order authorizing the Final VECP.
5. Owner expressly reserves the right to adopt a VECP for general use in contracts administered by Owner when it determines that the proposal is suitable for application to other contracts. VECPs identical or similar to previously submitted proposals will be eligible for consideration and compensation under these provisions if such proposals were not previously adopted for general application to other contracts administered by Owner. When a VECP is adopted for general use, compensation pursuant to these requirements will be applied only to those contracts awarded and for which the subject VECP has been submitted prior to the date of adoption of the specific VECP. Owner or any other public agency will have the right to use all or part of any accepted VECP on other projects without obligation or compensation of any



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kind to the Contractor. Contractor shall have no obligation related to, or liability resulting from, the use of a VECP or VECP-related concept by Owner utilized outside of the Contract. If VECP is accepted, Contractor hereby grants Owner unlimited rights in the VECP and supporting data.

6. Contractor's direct costs for preparation of the VECP and Owner's reasonable costs to review and administer the VECP shall be deducted from the gross savings.
7. The gross savings of any accepted Final VECP under this Contract shall be shared between the Owner and the Contractor as follows: Owner 40% and Contractor 60%.