CONTRACT

between

STATE OF TEXAS

and

BXB GROUP INCORPORATION

for

IMPROVEMENTS OF 0.080 MILES

of

REPLACING CULVERTS AND ADDING SETS

in

FISHER COUNTY
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STATE OF TEXAS
DEPARTMENT OF TRANSPORTATION

PLANS OF PROPOSED
STATE HIGHWAY IMPROVEMENT
MAINTENANCE PROJECT

No. 6288-98-001

FISHER COUNTY

SH 70
FISHER COUNTY

LIMITS: FROM APPROXIMATELY .5 MILES SOUTH OF FM 2744
TO APPROXIMATELY .6 MILES SOUTH OF FM 2744

FOR THE CONSTRUCTION OF: REPLACING CULVERTS AND ADDING SETS
CONSISTING OF: REPLACING CULVERTS AND ADDING SETS

PROJECT VICINITY MAP

SCALE: 1"=2 MI

END
PROJ. NO. 6288-98-001
STAI: 344+23.03
REF MRK# 318+0.824 MI

SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, NOVEMBER 1, 2014 AND SPECIFICATION ITEMS LISTED AND DATED SHALL GOVERN ON THIS PROJECT.

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---

**NAME**

**DATE**

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Texas Department of Transportation

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FILED 15-07-2015 2:15:37 PM
ABILENE DISTRICT GENERAL NOTES
2014 SPECIFICATIONS

General

Item 5, "Control of Work"
All known utilities are identified in the plans, including the crossing of power lines. Use this information to identify potential issues with power poles and power lines prior to bidding. Make necessary arrangements with utility owners regarding temporary protections such as bracing power poles, and de-energizing power lines. The Department will not reimburse the cost of such temporary protections to the Contractor, unless the Engineer determines that inadequate information was available at the time the project was bid. "Call Before You Dig" "Call 811"

Item 7, "Legal Relations and Responsibilities"
Provide access to all businesses and residences with minimal disruption and as directed. Materials, labor, and maintenance for these temporary accesses is considered subsidiary to the various bid items.

The total area disturbed for this project is .25 acres. The disturbed area in this project, all project locations in the Contract, and the Contractor project specific locations (PSSLs), 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 to obtain required authorization from the TCEQ for Contractor PSSLs for construction support activities on or off the ROW. When the total area disturbed in the Contract and PSSLs within 1 mile of the project limits exceeds 5 acres, provide a copy of the Contractor NOI for PSSLs on the ROW to the Engineer and to the government that operates a separate storm sewer system.

Item 8 "Prosecution and Progress"
Each contract awarded by the Department stands on its own and as such, is separate from other contracts. A Contractor awarded multiple contracts must be capable and sufficiently staffed to concurrently process and/or execute all contracts at the same time.

Coordinate and update the work schedule with the project inspector daily. Give a minimum of 24 hours notice to project inspector if work requiring inspection or testing is to be performed. Failure to do so may cause that work to be delayed or postponed if TxDOT personnel are not available. Work performed without suitable inspection, as determined by the Engineer, may be ordered removed and replaced at Contractor’s expense.

Item 100, "Preparing Right of Way"
The Contractor’s attention is directed to potential regulations against burning within the project limits. Abide by all local ordinances and county imposed burn bans. When burning is prohibited, dispose of material in accordance with regulations set forth by other regulatory agencies including the Texas Commission for Environmental Quality. The cost of burning or disposal of any product is subsidiary to various bid items.

Item 160, "Topsoil"
Salvage existing topsoil in windrows along the limits of the disturbed area, or as directed. In areas where topsoil cannot be salvaged or is incorporated into the earthwork, secure additional topsoil from approved sources outside the right-of-way.

Item 247, "Flexible Base"
Provide flexible base with a minimum Plasticity index of 4.

Item 302, “Aggregates for Surface Treatments”
Furnish aggregate for final surfaces with a minimum surface aggregate classification of “B”. Flakiness index for aggregates will not be required on this project.

Item 316, “Surface Treatments”
Unless authorized in writing by the Engineer, the open season for the application of asphalt is May 15 to September 1.

For items of work that include both summer and Winter materials, the Engineer will determine which asphalt to apply based on timing and prevailing weather conditions.

Item 421, “Hydraulic Cement Concrete”
Use a cement meeting the requirements of Ty II when Mix Design Option 7 is selected for cast in place concrete.

Class C fly ash and Ty I cement will not be allowed for any mix unless approved by the Engineer.

As a minimum, curing facility includes concrete curing tank, heater and a concrete recording thermometer. Provide a recorder with the capability to chart temperatures for 24 days and 30 days period of time.

Item 502, “Barricades, Signs and Traffic Handling”
Provide the Engineer with written notification seven (7) days in advance of major traffic changes. A major traffic change is defined as the temporary (greater than one day) or permanent relocation of traffic lanes typically in an urban setting. The notice will, at a minimum, include the expected date, time and scope of the traffic change. The Department will utilize the information provided to inform the traveling public of the changes. Failure to provide advance notice, or to provide accurate information, will result in delaying the work until such time that the public has been notified.
Additional signs, barricades and traffic handling may be necessary to complete the work shown herein and will be provided by the contractor as required and will be considered subsidary to this item.

Provide separate attenuators for each work area within a common lane closure as approved or directed by the Engineer.

Provide to the Engineer a letter certifying that all truck-mounted attenuators (TMA) used on the project have proven to be crashworthy using the criteria outlined in the National Cooperative Highway Research Program (NCHRP) Report 350.

In sections where traffic is restricted to one lane, two-way traffic, flaggers stationed at each end of that section will control operations with two-way communication devices.

Relocate existing roadside signs to temporary supports as approved by the engineer.

All safety appurtenances such as signs, delineators, object markers and route markers will be in place prior to opening each phase of the construction to traffic, unless otherwise directed.

The Contractor Force Account “Safety Contingency” that has been established for this project is intended to be utilized for work zone enhancements, to improve the effectiveness of the Traffic Control Plan, that could not be foreseen in the project planning and design stage. These enhancements will be mutually agreed upon by the Engineer and the Contractor’s Responsible Person based on weekly or more frequent traffic management reviews on the project. The Engineer may choose to use existing bid items if it does not slow the implementation of enhancement.

Temporary work zone rumble strips, in accordance with WZ(RS)-14, are required for this project. Install and maintain temporary work zone rumble strips in accordance with WZ(RS)-14 utilizing traffic control in accordance with applicable traffic control standards, or as approved by the Engineer. This work will not be paid for directly, but will be considered subsidary to the various bid items of the contract.

The Contractor’s person responsible for TCP compliance is available by local telephone and has a response time within 45 minutes.

Work will not be allowed on both sides of the road at the same time.

Equip all work vehicles within 30 feet of the traveled way with a functioning amber strobe light or rotating beacon visible from all directions.

Repair barricades within the timeline shown on the barricade inspection report. Failure to comply will cease all work until barricades are repaired to the satisfaction of the Department. Replace all damaged traffic control devices immediately. Remove any damaged traffic control devices from the project within 24 hours.
### SUMMARY OF ROW ITEMS

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### SUMMARY OF DRAINAGE ITEMS

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<th>FURNISHING AND PLACING TOPSOIL (1&quot;)</th>
<th>FL BS (RD) (DLY) (TY B GR 3) (IN VEH)</th>
<th>CMP AR (GAL) (SRT DES 3)</th>
<th>SET (TY I) (DES 3) (CMP) (6&quot;) (GY)</th>
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### SUMMARY OF EROSION CONTROL ITEMS

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<th>SOIL RETENTION BLANKETS (CUL) (ITY B)</th>
<th>ROCK FILTER DAMS (INSTALL) (TY B)</th>
<th>ROCK FILTER DAMS (REMOVAL)</th>
<th>BIOGEOCS EROSN CONT LOGS (INST) (12&quot;)</th>
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The Barricade and Construction Standard Sheets (BC sheets) are intended
to show typical examples for placement of temporary traffic control
deVICES, construction pavement markings, and typical work zone signs.

The information contained in these sheets meet or exceed the
requirements shown in the "Texas Manual on Uniform Traffic Control Devices" (TMUCD).

The development and design of the Traffic Control Plan (TCP) is the
responsibility of the Engineer.

The Contractor may propose changes to the TCP that are signed and sealed
by a licensed professional engineer for approval. The Engineer may develop, sign and seal Contractor proposed changes.

The Contractor is responsible for installing and maintaining the traffic
control devices as shown in the plan. The Contractor may not move or change the approximate location of any device without the approval of the Engineer.

Geometric design of lane shifts and detours should, when possible, meet the applicable design criteria contained in manuals such as the American Association of State Highway and Transportation Officials (AASHTO), "A Policy on Geometric Design of Highways and Streets," the TxDOT "Roadway Design Manual" or Engineer judgment.

When projects about, the Engineer(s) may omit the END ROAD WORK TRAFFIC FINES DOUBLE, and other advance warning signs if the signing would be redundant and the work areas appear continuous to the motorists. If the adjacent project is completed first, the Contractor shall erect the necessary warning signs as shown on these sheets, the TCP sheets or as directed by the Engineer. The BEGIN ROAD WORK NEXT X MILES signing shall be revised to show appropriate work zone distance.

The Engineer may require duplicate warning signs on the median side of divided highways where median width will permit traffic volumes justify the signing.

All signs shall be constructed in accordance with the details found in the
drawn in this manual shall be shown in the plans or the Engineer shall
provide a detail to the Contractor before the sign is manufactured.

The temporary traffic control devices shown in the illustrations of the
BC sheets are examples. As necessary, the Engineer will determine the most appropriate traffic control devices to be used.

As shown on BC(2), the OBEY WARNING SIGNS STATE LAW sign, STAY ALERT TALK OR TEXT LATER (see Sign Detail G20-10T) and the WORK ZONE TRAFFIC FINES DOUBLE sign with plaque shall be erected in advance of the CSJ limits. However, the TRAFFIC FINES DOUBLE sign will not be required on projects consisting solely of mobile operation work, such as striping or milling edgeline rumble strips. The BEGIN ROAD WORK NEXT X MILES, CONTRACTOR and END ROAD WORK signs shall be erected or near the CSJ limits.

Except for devices required by Note 10, traffic control devices should be
in place only while work is actually in progress or a definite need exists.

The Engineer has the final decision on the location of all traffic control
deVICES.

Inactive equipment and work vehicles, including workers' private vehicles
must be parked away from travel lanes. They should be as close to the
right-of-way line as possible, or located behind a barrier or guardrail, or as approved by the Engineer.

WORKER SAFETY APPAREL NOTES:

Workers on foot who are exposed to traffic or to construction equipment
within the right-of-way shall wear high-visibility safety apparel meeting the
requirements of ISEA "American National Standard for High-Visibility
Apparel," or equivalent revisions, and labeled as ANSI 107-2004 standard
performance for Class 2 or 3 risk exposure. Class 3 garments should be considered for high traffic volume work areas or night time work.

The documents below can be found on-line at
http://www.txdot.gov

COMPLIANT WORK ZONE TRAFFIC CONTROL DEVICES LIST (CRMZCD)
DEPARTMENTAL MATERIAL SPECIFICATIONS (OMS)
MATERIAL PRODUCER LIST (MPL)
ROADWAY DESIGN MANUAL - SEE "MANUALS (ONLINE MANUALS)"
STANDARD HIGHWAY SIGN DESIGNS FOR TEXAS (SHSD)
TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUCD)
TRAFFIC ENGINEERING STANDARD SHEETS
TYPICAL APPLICATION OF WORK ZONE SPEED LIMIT SIGNS

Work zone speed limits shall be established in accordance with the "Procedures for Establishing Speed Zones," and approved by the Texas Transportation Commission, or by City Ordinance where within incorporated City Limits.

Reduced speeds should only be posted in the vicinity of work activity and not throughout the entire project. Regulatory work zone speed signs (R2-1) shall be removed or covered during periods when they are not needed.

GUIDANCE FOR USE:

LONG/INTERMEDIATE TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit should be included on the design of the traffic control plans when restricted geometric features with a lower design speed are present in the work zone, and modification of the geometry to a higher design speed is not feasible.

Long/Intermediate Term Work Zone Speed Limit signs, when approved as described above, should be posted and visible to the motorist when work activity is present. Work activity may also be defined as a change in the roadway that requires a reduced speed for motorists to safely negotiate the work area, including:

a) rough road or damaged pavement surface
b) substantial alteration of roadway geometrics (e.g., alignment, grade, construction detours, etc.)
c) width
f) other conditions readily apparent to the driver

As long as any of these conditions exist, the work zone speed limit signs should remain in place.

SHORT TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit may be included in the design of the traffic control plans when workers or equipment are not behind concrete barriers, or when work activity is within 10 feet of the traveled way or actually in the traveled way.

Short Term Work Zone Speed Limit signs should be posted and visible to the motorist only when work activity is present. When work activity is not present, signs shall be removed or covered. (See Removing or Covering on BC(1))

GENERAL NOTES

1. Regulatory work zone speed limit signs should be used only for sections of construction projects where speed control is of major importance.

2. Regulatory work zone speed limit signs shall be placed on supports at a 7 foot minimum mounting height.

3. Speed zone signs are illustrated for one direction of travel and are normally posted for each direction of travel.

4. Frequency of work zone speed limit signs shall be:
   a) 40 mph or greater 0.2 to 2 miles
   b) 35 mph and less 0.2 to 1 mile

5. Regulatory speed limit signs shall have black legend and border on a white reflective background (See "Reflective Sheeting" on BC(1)).

6. Fabrication, erection and maintenance of the "ADVANCE SPEED LIMIT" (R5-5) sign, "WORK ZONE" (R2-5P) plaque, and the "SPEED LIMIT" (R2-1) signs shall not be paid for directly, but shall be considered subsidiary to Item 500.

7. Turning signs from view, laying signs over or down will not be allowed, unless otherwise noted under "REMOVING OR COVERING" on BC(1).

8. Techniques that may help reduce traffic speeds include but are not limited to:
   a) Low enforcement,
   b) Flasher stationed next to sign,
   c) Portable changeable message sign (PCMS).
   d) Low-power forward facing transmittor,
   e) Speed monitor trailers or signs.

9. Speeds shown on details above are for illustration only.

10. Work Zone Speed Limits should only be posted as approved for each project.

   For more specific guidance concerning the type of work, work zone conditions and factors impacting allowable regulatory construction speed zone reduction see TexDOT form #1204 in the TexDOT e-form system.
BARRIER REFLECTORS FOR CONCRETE TRAFFIC BARRIER AND ATTENUATORS

WARNING LIGHTS
1. Warning lights shall meet the requirements of the MUTCD.
2. Warning lights shall not be installed on barrier posts.
3. Type A low intensity flashing warning lights are commonly used with drums. They are intended to warn of work or zones potentially hazardous to drivers. Their use shall be as indicated on this sheet, and shall be permitted to be used in conjunction with other warning devices.
4. The color of the drum shall be as indicated in the MUTCD.
5. Type A flashing warning lights shall be installed on a drum adjacent to the traveled way.

WARNING LIGHTS MOUNTED ON PLASTIC DRUMS
1. Type A flashing warning lights are intended to warn drivers that they are approaching or are in a potentially hazardous area.
2. Type A flashing warning lights are intended to warn drivers that they are approaching or are in a potentially hazardous area.
3. A series of sequential flashing warning lights placed on channelizing devices to form a warning area to alert drivers to the presence of work or zones potentially hazardous to drivers.
4. The use of flashing warning lights shall be as indicated on this sheet, and shall be permitted to be used in conjunction with other warning devices.

WARNING LIGHTS MOUNTED ON PLASTIC DRUMS AS A SUBSTITUTE FOR TYPE C (STEADY BURN) WARNING LIGHTS
1. A warning reflector shall be mounted on a plastic drum as a substitute for a Type C steady burn warning light at the end of the work area.
2. The warning reflector shall be yellow in color and shall be manufactured using a sign substrate approved for use with plastic drums listed in the MUTCD.
3. The warning reflector shall have a minimum retroreflective area of 30 square inches.
4. The use of warning reflectors for approaching traffic shall be as indicated on this sheet, and shall be permitted to be used in conjunction with other warning devices.

CONCRETE TRAFFIC BARRIER (CTB)

DELINING OF END TREATMENTS
1. End treatments used on CTB's in work areas shall meet the requirements as specified in the MUTCD and the Texas DOT Standard Specifications for Transportation. The CTB shall be equipped with a warning device as specified in the MUTCD for the type of warning equipment used.
2. The length of the warning device shall be as indicated on this sheet, and shall be permitted to be used in conjunction with other warning devices.
WORK ZONE PAVEMENT MARKINGS

GENERAL
1. The Contractor shall be responsible for maintaining work zone and existing pavement markings in accordance with the standard specifications and special provisions on all roadways open to traffic within the C5I limits unless otherwise stated in the plans.
2. Colors, patterns and dimensions shall be in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TxDOT).
3. Additional supplementary pavement marking details may be found in the plans or specifications.
4. Pavement markings shall be installed in accordance with the TxDOT specification and as shown on the plans.
5. When short-term markings are installed, short-term markings shall conform with the TxDOT screens and details as shown on the Standard Plans Sheet 1100-2900.
6. When standard pavement markings are not in place and the roadway is opened to traffic, DOT MUST align signs shall be erected to warn of the beginning of the sections where passing is prohibited and the accompanying signs shall always be positioned as shown.
7. All work zone pavement markings shall be installed in accordance with TxDOT, "Work Zone Pavement Markings."

RAISED PAVEMENT MARKERS
1. Raised pavement markers are to be installed according to the pattern on BC111.
2. All raised pavement markers used for work zone markings shall meet the requirements of item 7.4. "RAISED PAVEMENT MARKERS" and Departmental Material Specification DMS-4000 or DMS-4020.

PREFABRICATED PAVEMENT MARKINGS
1. Removable prefabricated pavement markings shall meet the requirements of DMS-4500.
2. Non-removable prefabricated pavement markings (field back) shall meet the requirements of DMS-4020.

MAINTAINING WORK ZONE PAVEMENT MARKINGS
1. The Contractor will be responsible for maintaining work zone pavement markings within the work limits.
2. Work zone pavement markings shall be inspected in accordance with the frequency and reporting requirements of work zone traffic control device inspections as required by TFMS 500.
3. The markings shall provide a visible reference for a minimum distance of 300 feet during normal daylight hours and 150 feet when illuminated by automobile headlamps at night, unless such distance is restricted by roadway geometry.
4. Markings failing to meet this criterion within the first 30 days after placement shall be replaced at the expense of the Contractor as per Specification TxDOT 860.

REMOVAL OF PAVEMENT MARKINGS
1. Pavement markings that are no longer applicable, could create confusion or direct motorists toward or onto the closed portion of the roadway shall be removed or blocked before the roadway is opened to traffic.
2. The above shall not apply to lane in place for less than three days where flaggers and/or sufficient channelizing devices are used in lieu of markings to outline the detour route.
3. Pavement markings shall be removed to the fullest extent possible, as to not to leave a discernible marking. This shall be by any method approved by TxDOT Specification item 67 for "Eliminating Existing Pavement Marking and Markers."
4. The removal of pavement markings may require resurfacing or seal coating portions of the roadway as described in item 67.
5. Subject to the approval of the Engineer, any method that proves to be successful in a particular type pavement may be used.
6. Blasting cleaning may be used but will not be required unless specifically shown in the plans.
7. Overpainting of the markings shall NOT be permitted.
8. Removal of raised pavement markers shall be done by the Engineer.
9. Removal of existing pavement markings and markers shall be paid for directly in accordance with item 7.4. "ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS," unless otherwise stated in the plans.

STAPLES OR NAILS SHALL NOT BE USED TO SECURE TEMPORARY FLEXIBLE-REFLECTIVE ROADWAY MARKER TABS TO THE PAVEMENT SURFACE

1. Temporary flexible-reflective roadway marker tabs used as guidemarks shall meet the requirements of DMS-8240.
2. Tabs detailed on this sheet are to be inspected and accepted by the Engineer or designated representative. Sealing and testing is not necessary required, however, at the option of the Engineer, either "A" or "B" below may be imposed to ensure quality before placement on the roadway.

BARRICADE AND CONSTRUCTION PAVEMENT MARKINGS

RAISED PAVEMENT MARKERS USED AS GUIDEMARKS
1. Raised pavement markers used as guidemarks shall be from the approved product list and meet the requirements of Item 7.4. "RAISED PAVEMENT MARKERS" and Departmental Material Specification DMS-4000 or DMS-4020.
2. Raised pavement markers provided on a project shall be of the same manufacturer.
3. Adhesive for guidemarks shall be bituminous material not applied or apply rubber pad or felt surface, or thermoplastic for concrete surfaces.

Guidemarks shall be designated on:
YELLOW - Two reflective horizontal surfaces with yellow body,
WHITE - Two reflective horizontal surfaces with white body.
EXISTING DRIVEWAYS

ITEM 4100: PREP ROW "DRIVEWAY REMOVAL" PER ROW REMOVAL PROVIDE TO REMOVE CONCRETE & SOIL TO A 4' DEPTH FOR FLEXBASE TRANSITION.

PROPOSED DRIVEWAYS

ITEM #122: EMBANKMENT & #160 TOPSOIL IN THIS AREA

ITEM #150: BLADING & #247 FLEXIBLE BASE FOR TRANSITION TO NEW DRIVEWAYS TO PRIVATE PROPERTY

REF:
PK 1 - STA 344+22.5 OFFSET LEFT 20.31' ELEV 2157.200'
PK 2 - STA 347+19.1 OFFSET LEFT 31.16' ELEV 2151.958'
ASPH (AC 20-5TR OR AC 20XP OR 1CRS-1P)
AGGR (OR-3 SAC B)
PRIME (AE-P OR MC-30) REFERENCE ONLY
12" FLEX BASE SUBSIDIARY TO EMBANKMENT ITEM #530

NOTES:
ENGINEER WILL APPROVE ASPHALT GRADE FOR 1-CST PRIOR TO PLACEMENT.

PIPE LENGTH 12MP AR DES 3) ITEM 460 INSTALL 2 EACH LOCATION

SECTION B-B
STA 346+88.50
STA 347+97.00

FLOWLINE OFFSET & ELEVATION

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ASPH (AC 20-5TR OR AC 20XP OR 1CRS-1P)
AGR (GR-3 SAC B)
PRIME (AE-P OR MC-30) REFERENCE ONLY
12" FLEX BASE SUBSIDIARY TO
EMBANKMENT ITEM #530

NOTES:
ENGINEER WILL APPROVE ASPHALT GRADE
FOR 1-CST PRIOR TO PLACEMENT.

PIEVE LENGTH (EMP AR DES 3): ITEM 460 INSTALL 2 EACH LOCATION

SH 70
DRIVEWAY DETAILS

FLOWLINE OFFSET & ELEVATION

<p>| | | | |</p>
<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>X1</td>
<td>Z1</td>
<td>X2</td>
<td>Z2</td>
</tr>
<tr>
<td>38.5'</td>
<td>2148.9</td>
<td>37'</td>
<td>2151.6</td>
</tr>
</tbody>
</table>

NOTE: PIPES ON SKEW SETS PARALLEL TO ROADWAY
EROSION AND SEDIMENT CONTROLS:

MAINTENANCE:

- All erosion and sediment controls will be maintained in good working order. If a repair is necessary, it will be done at the earliest date possible, but no later than 7 calendar days after the surrounding exposed ground has dried sufficiently to prevent further damage from heavy equipment. The areas adjacent to creeks and drainage ways will have priority followed by devices protecting storm sewer inlets.

WASTE MATERIALS:

- All waste materials will be collected and stored in a securely lidded metal dumpster. The dumpster will meet all state and local solid waste management regulations. All trash and construction debris from the site will be deposited in the dumpster. The dumpster will be emptied as necessary or as required by local regulations and the contents will be hauled to a permitted landfill. No construction waste material will be buried on site. Construction debris and litter should be picked up on a daily basis unless otherwise directed by the engineer. Waste and dirt piles should be removed on a weekly basis.

Hazardous Waste (Including Spill Reporting):

- No long-term water quality impacts are expected as a result of the proposed project. See the next plan sheet for a list of potential pollutants. In the event of a major spill, notify the Texas DOT immediately. All personnel will be instructed in the procedures for spill handling and disposing of any hazardous materials they will be using. All spills, including those of less than 25 gallons shall be cleaned immediately and any contaminated soil shall be immediately removed from the site and disposed of properly. Designated areas shall be determined by the area engineer for spills disposal and material storage. These areas shall be protected from run-on and run-off. Materials resulting from the destruction of existing roads and being removed and disposed of by the contractor will be done in accordance with all federal, state, and local laws, ordinances and regulations and with the approval of the project engineer. Any changes to ambient water quality during construction of the proposed project shall be prohibited and may result in additional water quality control measures, which shall be mitigated as soon as possible and shall be reported to the Texas Commission on Environmental Quality (TCEQ) within 24 hours of becoming aware of impacts.

SANITARY WASTE:

- All sanitary waste will be collected from the portable units as necessary or as required by local regulation by a licensed sanitary waste management contractor.

REMARKS:

- Construction staging areas and vehicle maintenance areas shall be constructed by the contractor in a manner to minimize the runoff of pollutants. All waterways shall be cleared as soon as practical of temporary embankment, temporary bridges, matting, falsework piling, debris or other obstructions placed during construction operations that are not part of the finished work. Disposal areas, stockpiles, and haul roads shall be constructed in a manner that will minimize and control the amount of sediment that may enter receiving waters. Disposal areas shall not be located in any wetland, water body or streambed.
<table>
<thead>
<tr>
<th>POTENTIAL POLLUTANT</th>
<th>RELATED SOURCE</th>
<th>CONTROLS</th>
</tr>
</thead>
<tbody>
<tr>
<td>CEMENTATEOUS MATERIAL AND CEMENTATEOUS AGGREGATES (BROKEN CONCRETE)</td>
<td>REMOVAL OF CONCRETE RIPRAPP, CULVERT COMPONENTS, BRIDGE COMPONENTS, ETC.</td>
<td>THIS CONSTRUCTION WASTE SHALL BE PROPERLY DISPOSED OF IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS. WHEN STORED ON SITE PRIOR TO DISPOSAL, IT SHALL BE CONTAINED SO AS TO ENSURE THAT IT CANNOT ENTER SURFACE RUNOFF,</td>
</tr>
<tr>
<td>MILLED ASPHALTIC CEMENT PAVEMENT (TILLWINS)</td>
<td>OBLITERATION OF ABANDONED ROAD AND PLANNING OF ASPHALT</td>
<td>THIS CONSTRUCTION WASTE SHALL BE PROPERLY DISPOSED OF IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS. WHEN STORED ON SITE PRIOR TO DISPOSAL, IT SHALL BE CONTAINED SO AS TO ENSURE THAT IT CANNOT ENTER SURFACE RUNOFF,</td>
</tr>
<tr>
<td>VIRGIN ASPHALT MATERIAL INCLUDED IN PRIME OILS, PRECAST AGGREGATES, AND HOT MIX BITUMINOUS MIXTURES</td>
<td>APPLICATIONS OF PRIME COATS, SEAL COAT, AND PAVING OPERATIONS</td>
<td>THIS MATERIAL SHALL BE APPLIED AT APPROPRIATE RATES FOR CONSTRUCTION PURPOSES WHICH WILL PRECLUDE THESE MATERIALS FROM ENTERING RUNOFF. IN THE EVENT OF ANY UNINTENDED DISCHARGE, CONTROLS TO CONTAIN RUNOFF WILL BE IMMEDIATELY PLACED AND TED WILL BE IMMEDIATELY NOTIFIED.</td>
</tr>
<tr>
<td>CONCRETE, REBAR, WIRE, WIRE FABRIC, LUMBER, NAILS, STYROFOAM BLOCK, FIBERBOARDS, CURING COMPOUNDS AND LIQUID OIL</td>
<td>CONSTRUCTION OF CONCRETE BRIDGE COMPONENTS SUCH AS DRILLED SHAFTS, CULVERTS, ARBITMENTS, BENTS, REINFORCED CONCRETE SLABS, NAIL, INLET, CONCRETE TRAFFIC BARRIERS, CURB AND GUTTER, RIPRAPP AND SIC Foundations</td>
<td>THIS CONSTRUCTION WASTE SHALL BE PROPERLY DISPOSED OF IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS. WHEN STORED ON SITE PRIOR TO DISPOSAL, IT SHALL BE CONTAINED SO AS TO ENSURE THAT IT CANNOT ENTER SURFACE RUNOFF, ANY TEMPORARY FILLS MUST BE REMOVED IN THEIR ENTIRETY AND THE AFFECTED AREAS RETURNED TO THEIR PREEXISTING CONDITION/ELEVATION.</td>
</tr>
<tr>
<td>MAOSAY CONCRETE BLOCK, CONCRETE, FABRIC, CARDBOARD, AND PLASTIC RAP</td>
<td>CONSTRUCTION OF MODULAR RETAINING WALL SYSTEMS</td>
<td>THIS CONSTRUCTION WASTE SHALL BE PROPERLY DISPOSED OF IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS. WHEN STORED ON SITE PRIOR TO DISPOSAL, IT SHALL BE CONTAINED SO AS TO ENSURE THAT IT CANNOT ENTER SURFACE RUNOFF,</td>
</tr>
<tr>
<td>ROAD POSTS, STEEL POSTS, BARRELS, CONES, SIGN BOARDS, FIBERBOARDS, FASTENERS, NUTS, BOLTS, AND WASHERS</td>
<td>PLACEMENT AND/OR REMOVAL OF BARRICADES, SIGNS AND TRAFFIC CONTROL DEVICES</td>
<td>THIS CONSTRUCTION WASTE SHALL BE PROPERLY DISPOSED OF IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS. WHEN STORED ON SITE PRIOR TO DISPOSAL, IT SHALL BE CONTAINED SO AS TO ENSURE THAT IT CANNOT ENTER SURFACE RUNOFF,</td>
</tr>
<tr>
<td>ROAD POST, STEEL POST, STEEL FASTENERS, NUTS, BOLTS, AND WASHERS</td>
<td>CONSTRUCTION OF METAL BEAM GUARD FENCE</td>
<td>THIS CONSTRUCTION WASTE SHALL BE PROPERLY DISPOSED OF IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS. WHEN STORED ON SITE PRIOR TO DISPOSAL, IT SHALL BE CONTAINED SO AS TO ENSURE THAT IT CANNOT ENTER SURFACE RUNOFF,</td>
</tr>
<tr>
<td>STRUCTURAL STEEL T-BEAM, SIGN BOARDS, AND CONCRETE FOUNDATIONS</td>
<td>REMOVAL OF ROADSIDE SIGN ASSEMBLIES LARGE AND SMALL</td>
<td>THIS CONSTRUCTION WASTE SHALL BE PROPERLY DISPOSED OF IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS. WHEN STORED ON SITE PRIOR TO DISPOSAL, IT SHALL BE CONTAINED SO AS TO ENSURE THAT IT CANNOT ENTER SURFACE RUNOFF,</td>
</tr>
<tr>
<td>THERMOPLASTIC PAINT, GLASS BEADS, REFLECTIVE TABS, AND RAISED REFLECTIVE PAVEMENT MARKERS</td>
<td>APPLICATION OF PAVEMENT MARKINGS/MARKERS</td>
<td>THIS CONSTRUCTION WASTE SHALL BE PROPERLY DISPOSED OF IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS. WHEN STORED ON SITE PRIOR TO DISPOSAL, IT SHALL BE CONTAINED SO AS TO ENSURE THAT IT CANNOT ENTER SURFACE RUNOFF,</td>
</tr>
<tr>
<td>PETROLEUM PRODUCTS (SMALL QUANTITIES INTRODUCED BY CONTRACTOR)</td>
<td>EQUIPMENT FAILURE, MAINTENANCE AND REPAIR</td>
<td>ALL EQUIPMENT AND VEHICLE MAINTENANCE SHALL BE PERFORMED IN A DESIGNATED AREA WITH APPROPRIATE MEASURES FOR CONTAINMENT AND PROPER DISPOSAL OF ALL WASTE MATERIALS INCLUDING HYDRAULIC OIL AND OTHER LIQUIDS IN ACCORDANCE STATE AND LOCAL WASTE MANAGEMENT REGULATIONS. ALL MATERIAL STORED PRIOR TO DISPOSAL SHALL BE CONTAINED IN A CONTAINER WITH A SECURE COVER MEETING ALL STATE AND LOCAL WASTE MANAGEMENT REGULATIONS.</td>
</tr>
<tr>
<td>ELIGIBLE NON-STORMWATER DISCHARGES, INCLUDING BUT NOT LIMITED TO NON-POTABLE WATER AND NON-STORM WATER DISCHARGE</td>
<td>MOISTURE APPLICATIONS FOR DUST CONTROL, DENSITY, VEGETATION WATERING, NON-DETERGENT VEHICLE WASHING, AND AIR CONDITIONING CONDENSATE</td>
<td>THIS MATERIAL SHALL BE APPLIED AT APPROPRIATE RATES FOR CONSTRUCTION PURPOSES WHICH WILL PRECLUDE THESE MATERIALS FROM ENTERING RUNOFF. IN THE EVENT OF ANY UNINTENDED DISCHARGE, CONTROLS TO CONTAIN RUNOFF WILL BE IMMEDIATELY PLACED AND THE NON-POTABLE WATER WILL BE RECOVERED AND PROPERLY STORED FOR REUSE.</td>
</tr>
<tr>
<td>SURVEY STAKE, FLAGGING TAPE AND PAINT</td>
<td>SURVEY STAKING, ALIGNMENT ESTABLISHMENT</td>
<td>THIS CONSTRUCTION WASTE SHALL BE PROPERLY DISPOSED OF IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS. WHEN STORED ON SITE PRIOR TO DISPOSAL, IT SHALL BE CONTAINED SO AS TO ENSURE THAT IT CANNOT ENTER SURFACE RUNOFF,</td>
</tr>
<tr>
<td>WASTEWATER</td>
<td>WASHER AND CLEANOUT OF STUCCO, PAINT, FORM RELEASE OILS, CURING COMPOUNDS AND OTHER CONSTRUCTION MATERIALS</td>
<td>THIS CONSTRUCTION WASTE SHALL BE PROPERLY DISPOSED OF IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS. WHEN STORED ON SITE PRIOR TO DISPOSAL, IT SHALL BE CONTAINED SO AS TO ENSURE THAT IT CANNOT ENTER SURFACE RUNOFF,</td>
</tr>
<tr>
<td>SOAPS AND SOLVENTS</td>
<td>VEHICLE AND EQUIPMENT WASHING</td>
<td>THIS CONSTRUCTION WASTE SHALL BE PROPERLY DISPOSED OF IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS. WHEN STORED ON SITE PRIOR TO DISPOSAL, IT SHALL BE CONTAINED SO AS TO ENSURE THAT IT CANNOT ENTER SURFACE RUNOFF,</td>
</tr>
<tr>
<td>UNSUITABLE FILL MATERIAL</td>
<td>EXCAVATION - ROADWAY, SPECIAL AND EROSION CONTROL</td>
<td>THIS CONSTRUCTION WASTE SHALL BE PROPERLY DISPOSED OF IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS. WHEN STORED ON SITE PRIOR TO DISPOSAL, IT SHALL BE CONTAINED SO AS TO ENSURE THAT IT CANNOT ENTER SURFACE RUNOFF,</td>
</tr>
</tbody>
</table>
III. CULTURAL RESOURCES

Refer to TxDOT Standard Specifications in the event historical issues or archaeological artifacts are found during construction. Upon discovery of anthropological artifacts (bones, burnt rock, flints, pottery, etc.) cease work in the immediate area and contact the Engineer immediately.

- No Action Required
- Action Required

Action No.
1.  
2.  
3.  
4.  

IV. VEGETATION RESOURCES

Preserve native vegetation to the extent practical.

Contractor must adhere to Construction Specification Requirements Speces 162, 164, 192, 193, 506, 730, 751, 752 in order to comply with requirements for invasive species, beneficial landscaping, and tree/brush management requirements.

- No Action Required
- Action Required

Action No.
1.  
2.  
3.  
4.  

V. FEDERAL LISTED, PROPOSED THREATENED, ENDANGERED SPECIES, CRITICAL HABITAT, STATE LISTED SPECIES, CANDIDATE SPECIES AND MIGRATORY BIRDS

If any of the listed species are observed, cease work in the immediate area, do not disturb species or habitat and contact the Engineer immediately. The work may not remove active nests from bridges and other structures during nesting season of the birds associated with the nests. If caves or streamlines are discovered, cease work in the immediate area, and contact the Engineer immediately.

- No Action Required
- Action Required

Action No.
1.  
2.  
3.  
4.  

VI. HAZARDOUS MATERIALS OR CONTAMINATION ISSUES

General applies to all projects.

Comply with the Hazard Communication Act (OSHA) for personnel who will be working with hazardous materials by conducting safety meetings prior to beginning construction and making workers aware of potential hazards in the workplace. Ensure that all workers are provided with personal protective equipment appropriate for any hazardous materials or contaminants.

Obtain and keep on-site Material Safety Data Sheets (MSDS) for all hazardous products used on the project, which may include, but are not limited to the following categories: Paints, solvents, abrasives, products containing chlorinated hydrocarbons or other cleaning compounds or additives. Provide proper storage, off hireground and covered, for products which may be hazardous. Maintain product labelling as required by the Act.

Maintain an adequate supply of on-site spill response materials, as indicated in the MSDS. In the event of a spill, take actions to mitigate the spill as indicated in the MSDS. In accordance with safe practice guidelines, and contact the District Spill Coordinator immediately. The Contractor shall be responsible for the proper containment and cleanup of any product spills.

Contact the Engineer if any of the following occur:
- Spill or discharge of material into a water body (identified as normal)
- Spill or discharge of material not into a water body (identified as normal)
- Presence of leaking or seepage

- Yes
- No

If "Yes", there is no further action required. If "No", TxDOT is responsible for committing asbestos assessment/inspection.

Does the area involve any bridge class structure rehabilitation or replacements (bridge class structures not including box culverts)?

- Yes
- No

If "Yes", then TxDOT must retain a DOT licensed asbestos consultant to assist with the notification, develop documentation, and perform management activities as necessary. The notification form to DOT must be postmarked at least 15 working days prior to scheduled demolition.

If "No", then TxDOT is still required to inform TxDOT 15 working days prior to any scheduled demolition.

In either case, the Contractor is responsible for providing the material for demolition activities and/or demolition coordination between the Engineer and asbestos consultant in order to minimize construction delays and subsequent claims.

Any other evidence indicating possible hazardous materials or contamination discovered on site, Hazardous Materials or Contamination Issues Specific to this Project:

- No Action Required
- Action Required

Action No.
1.  
2.  
3.  

VII. OTHER ENVIRONMENTAL ISSUES

(Includes regional issues such as Edwards Aquifer District, etc.)

- No Action Required
- Action Required

Action No.
1.  
2.  
3.  

LIST OF AbbREVIATIONS

- BMP: Best Management Practice
- CERCLA: Comprehensive Environmental Response, Compensation and Liability Act
- CESA: Clean Water Act
- CF: Consent Decree
- CWA: Clean Water Act
- CWA: Clean Water Act
- DEQ: Department of Environmental Quality
- DER: Department of Transportation
- EIS: Environmental Impact Statement
- EM: Environmental Management
- ERM: Environmental Resource Management
- EA: Environmental Assessment
- EP: Environmental Permit
- EPMA: Environmental Protection and Management Act
- EPA: Environmental Protection Agency
- EPL: Environmental Protection Law
- FIP: Federal Insecticide, Fungicide, and Rodenticide Act
- FWS: U.S. Fish and Wildlife Service
- GLCA: Great Lakes Coastal Act
- HPA: Hazardous Materials Protection Act
- HPSA: Hazardous Materials Protection Act
- NSPS: National Standards Protection Act
- OLQ: Oil Pollution Act
- OWTS: On-Street Trenchless Sewer System
- ABL 6288 98 001
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.

ITEMS 1 TO 9 INCL., GENERAL REQUIREMENTS AND COVENANTS
- ITEM 100 PREPARING RIGHT OF WAY (100)
- ITEM 132 EMBANKMENT (100)(160)(204)(210)(216)(260)(400)
- ITEM 150 BLADING
- ITEM 160 TOPSOIL (168)
- ITEM 164 SEEDING FOR EROSION CONTROL (162)(166)(168)
- ITEM 168 VEGETATIVE WATERING
- ITEM 169 SOIL RETENTION BLANKETS
- ITEM 247 FLEXIBLE BASE (105)(204)(210)(216)(520)
- ITEM 460 CORRUGATED METAL PIPE (400)(402)(403)(445)(467)(476)
- ITEM 500 MOBILIZATION
- ITEM 502 BARRICADES, SIGNS, AND TRAFFIC HANDLING
- ITEM 506 TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS (161)(432)(556)
- ITEM 760 CLEANING AND RESHAPING DITCHES

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

SPECIAL PROVISION "SCHEDULE OF LIQUIDATED DAMAGES" (000---001)
SPECIAL PROVISION "NONDISCRIMINATION" (000---002)
SPECIAL PROVISION "IMPORTANT NOTICE TO CONTRACTORS" (000---010)
SPECIAL PROVISION TO ITEM 2 (002---004)
SPECIAL PROVISION TO ITEM  6  (006---001)
SPECIAL PROVISIONS TO ITEM  7  (007---001)(007---003)(007---004)
SPECIAL PROVISION TO ITEM  506  (506---002)

SPECIAL SPECIFICATIONS:
-----------------------------

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

Under Section 231.006, Family Code, the vendor or applicant 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.
CONFLICT OF INTEREST CERTIFICATION

Pursuant to Texas Government Code Section 2261.252(b), the Department is prohibited from entering into contracts in which Department officers and employees have a financial interest.

By signing the Contract, the Contractor certifies that it is not prohibited from entering into a Contract with the Department as a result of a financial interest as defined under Texas Government Code Section 2261.252(b), and that it will exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict of interest with the Department.

The Contractor also certifies that none of the following individuals, nor any of their family members within the second degree of affinity or consanguinity, owns 1% or more interest or has a financial interest as defined under Texas Government Code Section 2261.252(b) in the Contractor:

- Any member of the Texas Transportation Commission; and
- The Department's Executive Director, General Counsel, Chief of Procurement and Field Support Operations, Director of Procurement, and Director of Contract Services.

Violation of this certification may result in action by the Department.
# Special Provision to Item 000
## Schedule of Liquidated Damages

<table>
<thead>
<tr>
<th>For Dollar Amount of Original Contract</th>
<th>Dollar Amount of Daily Contract Administration Liquidated Damages per Working Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>From More Than</td>
<td>To and Including</td>
</tr>
<tr>
<td>0</td>
<td>100,000</td>
</tr>
<tr>
<td>100,000</td>
<td>500,000</td>
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<td>10,000,000</td>
<td>20,000,000</td>
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<tr>
<td>20,000,000</td>
<td>Over 20,000,000</td>
</tr>
</tbody>
</table>
Special Provision to Item 000
Nondiscrimination

1. DESCRIPTION

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

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

2. DEFINITION OF TERMS

Where the term “Contractor” appears in the following six nondiscrimination clauses, the term “Contractor” is understood to include all parties to Contracts or agreements with the Texas Department of Transportation.

3. NONDISCRIMINATION PROVISIONS

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

3.1. Compliance with Regulations. The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.

3.2. Nondiscrimination. The Contractor, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

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

3.4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
3.5. **Sanctions for Noncompliance.** In the event of a Contractor's noncompliance with the Nondiscrimination provisions of this Contract, the Recipient will impose such Contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
- withholding payments to the Contractor under the Contract until the Contractor complies, and/or
- cancelling, terminating, or suspending a Contract, in whole or in part.

3.6. **Incorporation of Provisions.** The Contractor will include the provisions of paragraphs (3.1) through (3.6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

4. **PERTINENT NONDISCRIMINATION AUTHORITIES:**

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:


4.2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4.3. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);


4.5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

4.6. Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

4.7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and Contractors, whether such programs or activities are Federally funded or not);

4.8. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

4.9. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
4.10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

4.11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

4.12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
Special Provision to Item 000
Important Notice to Contractors

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

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

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

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

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


Failure to submit this information to the Engineers by the 20th day of each month will result in the Department taking actions including, but not limited to withholding estimates and suspending the work. This report will not be paid for directly, but will be considered subsidiary to Items of the contract.
Special Provision to Item 2
Instructions to Bidders

Item 2, “Instructions to Bidders” of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 2.3., “Issuing Proposal Forms,” is supplemented by the following:

The Department may not issue a proposal form if one or more of the following apply:

- The Contractor has been defaulted in accordance with Article 8.7., “Default of Contract” (a default for performance) on a previous Contract with the Department within the last 3 years.
- The Contractor is not in compliance with Texas Government Code Sections 2155.089 and 2262.055.
For this project, Item 6, “Control of Materials,” of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

**Article 4.** “**Sampling, Testing, and Inspection,**” is supplemented by the following:

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

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

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

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

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

Other project-level Guide Schedule sampling and testing not shown on Table 1 will be the responsibility of the Department.
<table>
<thead>
<tr>
<th>TxDOT Test</th>
<th>Test Description</th>
<th>Turn-Around Time (Calendar days)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SOILS/BASE</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tex-101-E</td>
<td>Preparation of Soil and Flexible Base Materials for Testing (included in other tests)</td>
<td></td>
</tr>
<tr>
<td>Tex-104-E</td>
<td>Liquid Limit of Soils (included in 106-E)</td>
<td></td>
</tr>
<tr>
<td>Tex-105-E</td>
<td>Plastic Limit of Soils (included in 106-E)</td>
<td></td>
</tr>
<tr>
<td>Tex-106-E</td>
<td>Calculating the Plasticity Index of Soils</td>
<td>7</td>
</tr>
<tr>
<td>Tex-110-E</td>
<td>Particle Size Analysis of Soils</td>
<td>6</td>
</tr>
<tr>
<td>Tex-113-E</td>
<td>Moisture-Density Relationship of Base Materials</td>
<td>7</td>
</tr>
<tr>
<td>Tex-114-E</td>
<td>Moisture-Density Relationship of Subgrade and Embankment Soil</td>
<td>7</td>
</tr>
<tr>
<td>Tex-115-E</td>
<td>Field Method for In-Place Density of Soils and Base Materials</td>
<td>2</td>
</tr>
<tr>
<td>Tex-116-E</td>
<td>Ball Mill Method for the Disintegration of Flexible Base Material</td>
<td>5</td>
</tr>
<tr>
<td>Tex-117-E, Part II</td>
<td>Triaxial Compression Tests For Disturbed Soils and Base Materials (Part II)</td>
<td>6</td>
</tr>
<tr>
<td>Tex-113-E w/ Tex-117-E</td>
<td>Moisture-Density Relationship of Base Materials with Triaxial Compression Tests For Disturbed Soils and Base Materials (Part II)</td>
<td>10</td>
</tr>
<tr>
<td>Tex-140-E</td>
<td>Measuring Thickness of Pavement Layer</td>
<td>2</td>
</tr>
<tr>
<td>Tex-145-E</td>
<td>Determining Sulfate Content in Soils - Colorimetric Method</td>
<td>4</td>
</tr>
<tr>
<td><strong>HOT MIX ASPHALT</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tex-200-F</td>
<td>Sieve Analysis of Fine and Coarse Aggregate (dry, from ignition oven with known correction factors)</td>
<td>1 (Note 2)</td>
</tr>
<tr>
<td>Tex-203-F</td>
<td>Sand Equivalent Test</td>
<td>3</td>
</tr>
<tr>
<td>Tex-206-F, w/ Tex-207-F, Part I, w/ Tex-227-F</td>
<td><strong>Lab-Molded Density of Production Mixture – Texas Gyratory</strong> Method of Compacting Test Specimens of Bituminous Mixtures with Density of Compacted Bituminous Mixtures, Part I - Bulk Specific Gravity of Compacted Bituminous Mixtures, with Theoretical Maximum Specific Gravity of Bituminous Mixtures</td>
<td>1 (Note 2)</td>
</tr>
<tr>
<td>Tex-207-F, Part I &amp;/or Part VI</td>
<td><strong>In-Place Air Voids of Roadway Cores</strong> Density of Compacted Bituminous Mixtures, Part I - Bulk Specific Gravity of Compacted Bituminous Mixtures &amp;/or Part VI - Bulk Specific Gravity of Compacted Bituminous Mixtures Using the Vacuum Method</td>
<td>1 (Note 2)</td>
</tr>
<tr>
<td>Tex-212-F</td>
<td>Moisture Content of Bituminous Mixtures</td>
<td>3</td>
</tr>
<tr>
<td>Tex-217-F</td>
<td>Deleterious Material and Decantation Test for Coarse Aggregate</td>
<td>4</td>
</tr>
<tr>
<td>Tex-221-F</td>
<td>Sampling Aggregate for Bituminous Mixtures, Surface Treatments, and LRA (included in other tests)</td>
<td></td>
</tr>
<tr>
<td>Tex-222-F</td>
<td>Sampling Bituminous Mixtures (included in other tests)</td>
<td></td>
</tr>
<tr>
<td>Tex-224-F</td>
<td>Determination of Flakiness Index</td>
<td>3</td>
</tr>
<tr>
<td>Tex-226-F</td>
<td>Indirect Tensile Strength Test (production mix)</td>
<td>4</td>
</tr>
<tr>
<td>Tex-235-F</td>
<td>Determining Draindown Characteristics in Bituminous Materials</td>
<td>3</td>
</tr>
<tr>
<td>Tex-236-F (Correction Factors)</td>
<td>Asphalt Content from Asphalt Paving Mixtures by the Ignition Method (Determining Correction Factors)</td>
<td>4</td>
</tr>
<tr>
<td>Tex-238-F</td>
<td>Asphalt Content from Asphalt Paving Mixtures by the Ignition Method (Production Mixture)</td>
<td>1 (Note 2)</td>
</tr>
<tr>
<td>Tex-241-F w/ Tex-207-F, Part I, w/ Tex-227-F</td>
<td><strong>Lab-Molded Density of Production Mixture – Superpave Gyratory</strong> Superpave Gyratory Compacting of Specimens of Bituminous Mixtures (production mixture) with Density of Compacted Bituminous Mixtures, Part I - Part I - Bulk Specific Gravity of Compacted Bituminous Mixtures, with Theoretical Maximum Specific Gravity of Bituminous Mixtures</td>
<td>1 (Note 2)</td>
</tr>
<tr>
<td>Tex-242-F</td>
<td>Hamburg Wheel-Tracking Test (production mix, molded samples)</td>
<td>3</td>
</tr>
<tr>
<td>Tex-244-F</td>
<td>Thermal Profile of Hot Mix Asphalt</td>
<td>1</td>
</tr>
<tr>
<td>Tex-246-F</td>
<td>Permeability of Water Flow of Hot Mix Asphalt</td>
<td>3</td>
</tr>
<tr>
<td>Tex-280-F</td>
<td>Flat and Elongated Particles</td>
<td>3</td>
</tr>
<tr>
<td>Tex-530-C</td>
<td>Effect of Water on Bituminous Paving Mixtures (production mix)</td>
<td>4</td>
</tr>
</tbody>
</table>
### AGGREGATES

<table>
<thead>
<tr>
<th>Tex</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>400-A</td>
<td>Sampling Flexible Base, Stone, Gravel, Sand, and Mineral Aggregates</td>
<td>3</td>
</tr>
<tr>
<td>410-A</td>
<td>Abrasion of Coarse Aggregate Using the Los Angeles Machine</td>
<td>5</td>
</tr>
<tr>
<td>411-A</td>
<td>Soundness of Aggregate by Use of Sodium Sulfate or Magnesium Sulfate</td>
<td>12</td>
</tr>
<tr>
<td>461-A</td>
<td>Degradation of Coarse Aggregate by Micro-Deval Abrasion</td>
<td>5</td>
</tr>
</tbody>
</table>

### CHEMICAL

<table>
<thead>
<tr>
<th>Tex</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>612-J</td>
<td>Acid Insoluble Residue for Fine Aggregate</td>
<td>4</td>
</tr>
</tbody>
</table>

### GENERAL

- HMA Production Specialist [TxAPA – Level 1-A] ($/hr)
- HMA Roadway Specialist [TxAPA – Level 1-B] ($/hr)
- Technician Travel/Standby Time ($/hr)
- Per Diem ($/day – meals and lodging)
- Mileage Rate ($/mile from closest CL location)

**Note 1** – Turn-Around Time includes test time and time for travel/sampling and reporting.

**Note 2** – These tests require turn-around times meeting the governing specifications. Provide test results within the stated turn-around time. CL is allowed one additional day to provide the signed and sealed report.
Special Provision to Item 7
Legal Relations and Responsibilities

Item 7, “Legal Relations and Responsibilities,” of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Section 7.2.6.5, “Training,” is supplemented by the following:

Coordinate enrollment, pay associated fees, and successfully complete Department-approved Training or Contractor-developed Training. Training is valid for the period prescribed by the provider. If no training period is prescribed by the provider, then training is valid for 3 yrs. from the date of completion. The Engineer may require training at a frequency in lieu of the period prescribed based on the Department’s needs. Training and associated fees will not be measured or paid for directly but are considered subsidiary to pertinent Items.

2.6.5.1. Department-approved Training. Department-approved training is listed below. For Section 7.2.6.5.1.4., "Other Work Zone Personnel", the Contractor may use Contractor-developed Training in lieu of Department-approved Training.

2.6.5.1.1 Contractor Responsible Person and Alternate.

<table>
<thead>
<tr>
<th>Provider</th>
<th>Course Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>American Traffic Safety Services Association</td>
<td>Traffic Control Supervisor</td>
</tr>
<tr>
<td>National Highway Institute¹</td>
<td>Design and Operation of Work Zone Traffic Control, Work Zone Traffic Control for Maintenance Operations</td>
</tr>
<tr>
<td>Texas Engineering Extension Service</td>
<td>Work Zone Traffic Control for CRPs</td>
</tr>
<tr>
<td>University of Texas Arlington, Division for Enterprise Development</td>
<td>Traffic Control Supervisor</td>
</tr>
</tbody>
</table>

¹ Both classes are required in order to equal the level of training taught in a single class by other providers.

2.6.5.1.2. Flagger Instructor Training.

<table>
<thead>
<tr>
<th>Provider</th>
<th>Course Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>American Traffic Safety Services Association</td>
<td>Flagging Instructor Training</td>
</tr>
<tr>
<td>Texas Engineering Extension Service</td>
<td>Train-the-Trainer Flaggers</td>
</tr>
<tr>
<td>National Safety Council</td>
<td>Flagger Instructor Training</td>
</tr>
<tr>
<td>University of Texas at Arlington, Division for Enterprise Development</td>
<td>Certified Instructor: Qualified Flagger Training</td>
</tr>
</tbody>
</table>
Flagger Training.

<table>
<thead>
<tr>
<th>Provider</th>
<th>Course Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Texas Engineering Extension Service</td>
<td>Flaggers in the Work Zone</td>
</tr>
<tr>
<td>National Safety Council</td>
<td>Work Zone Flagger (Flagger Novice)</td>
</tr>
<tr>
<td>University of Texas Arlington, Division for Enterprise Development</td>
<td>Flaggers in Work Zones</td>
</tr>
<tr>
<td>University of Texas at Arlington, Division for Enterprise Development</td>
<td>Work Zone Traffic Control &amp; Qualified Flagger</td>
</tr>
<tr>
<td>Associated Builders and Contractors, Austin Chapter</td>
<td>Flagger Training</td>
</tr>
</tbody>
</table>

2.6.5.1.3. Law Enforcement Personnel.

<table>
<thead>
<tr>
<th>Provider</th>
<th>Course Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>National Highway Institute</td>
<td>Safe and Effective Use of Law Enforcement Personnel in Work Zones</td>
</tr>
</tbody>
</table>

2.6.5.1.4. Other Work Zone Personnel.

<table>
<thead>
<tr>
<th>Provider</th>
<th>Course Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>American Traffic Safety Services Association</td>
<td>Traffic Control Technician</td>
</tr>
<tr>
<td>Texas Engineering Extension Service</td>
<td>Work Zone Traffic Control</td>
</tr>
<tr>
<td>National Highway Institute</td>
<td>Maintenance of Traffic for Technicians</td>
</tr>
<tr>
<td>National Highway Institute</td>
<td>Maintenance Training Series: Basics of Work Zone Traffic Control</td>
</tr>
<tr>
<td>University of Texas at Arlington, Division for Enterprise Development</td>
<td>Temporary Traffic Control</td>
</tr>
</tbody>
</table>

2.6.5.2. Contractor-developed Training. Develop and deliver Contractor-developed Training meeting the minimum requirements established by the Department. The outline for this training must be submitted to the Engineer for approval at the preconstruction meeting. The CRP or designated alternate may deliver the training in lieu of the Department-approved training. The work performed and materials furnished to develop and deliver the training will not be measured or paid for directly but will be considered subsidiary to pertinent Items.

2.6.5.2.1 Flagger Training Minimum Requirements. A Contractor’s certified flagging instructor is permitted to train other flaggers.

2.6.5.2.2 Other Work Zone Personnel Minimum Requirements. Contractor-developed Training must provide information on the use of personnel protection equipment, occupational hazards and health risks, and other pertinent topics related to traffic management. The type and amount of training will depend on the job duties and responsibilities. Develop training applicable to the work being performed. Develop training to include the following topics:

- The Life You Save May Be Your Own (or other similar company safety moto)
- Purpose of the Training
  - It’s The Law
- To make work zones safer for workers and motorists
- To understand what is needed for traffic control
- To save lives including your own

### Personal and Co-Worker Safety

- High Visibility Safety Apparel: Discuss compliant requirements; Inspect regularly for fading and reduced reflective properties; If night operations are required, discuss the additional and appropriate required apparel in addition to special night work risks; If moving operations are underway, discuss appropriate safety measures specific to the situation and traffic control plan.
- Blind Areas: A blind area is the area around a vehicle or piece of construction equipment not visible to the operators, either by line of sight or indirectly by mirrors. Discuss the “Circle of Safety” around equipment and vehicles; Use of spotters; Maintain eye contact with equipment operators; Use of hand signals.
- Runovers and Backovers: Remain alert at all times; Keep a safe distance from traffic; Avoid turning your back to traffic and if you must then use a spotter; Stay behind protective barriers, whenever possible. Note: It is not safe to sit on or lean against a concrete barrier, these barriers can deflect 4+ feet when struck by a vehicle.
- Look out for each other, warn co-workers
- Be courteous to motorists
- Do not run across active roadways
- Workers must obey traffic laws and drive courteously while operating vehicles in the work zones.
- Workers must be made aware of company distracted driving policies

### Night Time Operations: Focus should be placed on projects with a nighttime element.

### Traffic Control Training: Basics of Traffic Control.

- Identify Work Zone Traffic Control Supervisor and other appropriate persons to report issues to when they arise.
- Work Zone Traffic Control Devices must be in clean and in undamaged condition. If devices have been hit but not damaged, put back in their correct place and report to traffic control supervisor. If devices have been damaged, replace with new one and report to traffic control supervisor. If devices are dirty, faded or have missing or damaged reflective tape clean or replace and report to traffic control supervisor. Show examples of non-acceptable device conditions. Discussion on various types of traffic control devices to be used and where spacing requirements can be found.
- Channelizing Devices and Barricades with slanted stripes: Stripes are to slant in the direction you want traffic to stay or move to; Demonstrate this with a device.
- Traffic Queuing: Workers must be made aware of traffic queuing and the dangers created by it. Workers must be instructed to immediately notify the traffic control supervisor and other supervisory personnel if traffic is queuing beyond advance warning sign and devices or construction limits.
- Signs: Signs must be straight and not leaning. Report problems to the traffic control supervisor or other as designated for immediate repair. Covered signs must be fully covered. If covers are damaged or out of place, report to traffic control supervisor or other as designated.
Special Provision to Item 7
Legal Relations and Responsibilities

Item 7, "Legal Relations and Responsibilities" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 7.3., “Laws To Be Observed,” is supplemented by the following:

By entering into Contract, the Contractor agrees to provide or make available to the Department records, including electronic records related to the Contract for a period of 3 years after the final payment. Failure to provide access to the required documents may result in action by the Department.
Special Provision to Item 7
Legal Relations and Responsibilities

Item 7, "Legal Relations and Responsibilities," of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Section 7.7.2., “Texas Pollutant Discharge Elimination System (TPDES) Permits and Storm Water Pollution Prevention Plans (SWP3),” is voided and replaced by the following:

7.2. Texas Pollution Discharge Elimination System (TPDES) Permits and Storm Water Pollution Prevention Plans (SWP3).

7.2.1. Projects with less than one acre of soil disturbance including required associated project specific locations (PSL’s) per TPDES GP TXR 150000.

No posting or filing will be required for soil disturbances within the right of way. Adhere to the requirements of the SWP3.

7.2.2. Projects with one acre but less than five acres of soil disturbance including required associated PSL’s per TPDES GP TXR 150000.

The Department will be considered a primary operator for Operational Control Over Plans and Specifications as defined in TPDES GP TXR 150000 for construction activity in the right of way. The Department will post a small site notice along with other requirements as defined in TPDES GP TXR 150000 as the entity of having operational control over plans and specifications for work shown on the plans in the right of way.

The Contractor will be considered a Primary Operator for Day-to-Day Operational Control as defined in TPDES GP TXR 150000 for construction activity in the right of way. In addition to the Department’s actions, the Contractor will post a small site notice along with other requirements as defined in TPDES GP TXR 150000 as the entity of having day-to-day operational control of the work shown on the plans in the right of way. This is in addition to the Contractor being responsible for TPDES GP TXR 150000 requirements for on- right of way and off- right of way PSL’s. Adhere to all requirements of the SWP3 as shown on the plans. The Contractor will be responsible for Implement the SWP3 for the project site in accordance with the plans and specifications, TPDES General Permit TXR150000, and as directed.

7.2.3. Projects with 5 acres or more of soil disturbance including required associated PSL’s per TPDES GP TXR 150000.

The Department will be considered a primary operator for Operational Control Over Plans and Specifications as defined in TPDES GP TXR 150000 for construction activities in the right of way. The Department will post a large site notice, file a notice of intent (NOI), notice of change (NOC), if applicable, and a notice of termination (NOT) along with other requirements per TPDES GP TXR 150000 as the entity having operational control over plans and specifications for work shown on the plans in the right of way.

The Contractor will be considered a primary operator for Day-to-Day Operational Control as defined in TPDES GP TXR 150000 for construction activities in the right of way. In addition to the Department’s actions, the Contractor shall file a NOI, NOC, if applicable, and NOT and post a large site notice along with other requirements as the entity of having day-to-day operational control of the work shown on the plans in the right of way. This is in addition to the Contractor
being responsible for TPDES GP TXR 150000 requirements for on-right of way and off-right of way PSL’s. Adhere to all requirements of the SWP3 as shown on the plans.
Special Provision to Item 506
Temporary Erosion, Sedimentation, and Environmental Controls

For this project, Item 506, “Temporary Erosion, Sedimentation, and Environmental Controls,” of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 506.1., “Description,” is voided and replaced by the following:

Install, maintain, and remove erosion, sedimentation, and environmental control measures to prevent or reduce the discharge of pollutants in accordance with the Storm Water Pollution Prevention Plan (SWP3) or as directed. Ensure the installation and maintenance of control measures is performed in accordance with the manufacturer's or designer's specifications. Erosion and sediment control devices must be selected from the “Erosion Control Approved Products” or “Sediment Control Approved Products” lists. Perform work in a manner to prevent degradation of receiving waters, facilitate project construction, and comply with applicable federal, state, and local regulations.

Article 506.3., “Qualifications, Training, and Employee Requirements,” is voided and not replaced.

Section 506.4.1., “Contractor Responsibilities,” Section 506.4.2., “Implementation,” and Section 506.4.3., “General,” are voided and replaced by the following:

4.1. **Contractor Responsibilities.** Implement the SWP3 for the project site in accordance with the plans and specifications, and as directed. Coordinate storm water management with all other work on the project. Develop and implement an SWP3 for project-specific material supply plants within and outside of the Department's right of way in accordance with the specific or general storm water permit requirements. Prevent water pollution from storm water associated with construction activity from entering any surface water or private property on or adjacent to the project site.

4.2. **Implementation.**

4.2.1. **Commencement.** Implement the SWP3 as shown and as directed. Contractor proposed recommendations for changes will be allowed as approved. Do not implement changes until approval has been received and changes have been incorporated into the plans by the Engineer. Minor adjustments to meet field conditions are allowed and will be recorded by the Engineer in the SWP3.

Implement control measures before the commencement of activities that result in soil disturbance. Phase and minimize the soil disturbance to the areas shown on the plans. Coordinate temporary control measures with permanent control measures and all other work activities on the project to assure economical, effective, safe, continuous water pollution prevention. Provide control measures that are appropriate to the construction means, methods, and sequencing allowed by the Contract.

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

4.3. **General.**

4.3.1. **Temporary Alterations or Control Measure Removal.** Altering or removal of control measures is allowed when control measures are restored within the same working day.
4.3.2. **Stabilization.** Initiate stabilization for disturbed areas no more than 14 days after the construction activities in that portion of the site has temporarily or permanently ceased. Establish a uniform vegetative cover or use another stabilization practice as approved.

4.3.3. **Finished Work.** Upon the Engineer’s acceptance of vegetative cover or other stabilization practice, remove and dispose of all temporary control measures unless otherwise directed. Complete soil disturbing activities and establish a uniform perennial vegetative cover. A project will not be considered for acceptance until a vegetative cover of 70% density of existing adjacent undisturbed areas is obtained or equivalent permanent stabilization is obtained as approved.

4.3.4. **Restricted Activities and Required Precautions.** Do not discharge onto the ground or surface waters any pollutants such as chemicals, raw sewage, fuels, lubricants, coolants, hydraulic fluids, bitumens, or any other petroleum product. Operate and maintain equipment on site in a manner as to prevent actual or potential water pollution. Manage, control, and dispose of litter on site such that no adverse impacts to water quality occur. Prevent dust from creating a potential or actual unsafe condition, public nuisance, or condition endangering the value, utility, or appearance of any property. Wash out concrete trucks only in approved contained areas. Use appropriate controls to minimize the offsite transport of suspended sediments and other pollutants if it is necessary to pump or channel standing water (i.e. dewatering). Prevent discharges that would contribute to a violation of Edwards Aquifer Rules, water quality standards, the impairment of a listed water body, or other state or federal law.

Section 506.4.4., “Installation, Maintenance, and Removal Work.” The first paragraph is voided and replaced by the following.

Perform work in accordance with the SWP3, and according to the manufacturers’ guidelines. Install and maintain the integrity of temporary erosion and sedimentation control devices to accumulate silt and debris until soil disturbing activities are completed and permanent erosion control features are in place or the disturbed area has been adequately stabilized as determined by the Engineer.

Section 506.4.5., “Monitoring and Documentation,” is voided and not replaced.

Section 506.5.2., “Maintenance Earthwork for Erosion and Sediment Control for Cleaning and/or Restoring Control Measures,” is voided and replaced by the following:

Earthwork needed to remove and obliterate of erosion-control features will not be paid for directly but is subsidiary to pertinent Items unless otherwise shown on the plans.

Sprinkling and rolling required by this Item will not be paid for directly but will be subsidiary to this Item.
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HIGHWAY MAINTENANCE IMPROVEMENT CONTRACT

This agreement is made by and between the State of Texas, represented by the Executive Director, Texas Department of Transportation, party of the first part, and BXB GROUP INCORPORATION, its executors, administrators, heirs, successors or assigns, the Contractor, party of the second part.

WHEREAS, the State desires to enter into a contract for the highway improvement as shown and described in the plans, specifications and special provisions included or referenced herein or as far as the money available will construct or maintain in accordance with the provisions of the State Statutes, and

WHEREAS, the Contractor has been engaged in and now does such work and represents that it is fully equipped, competent and capable of performing the desired and herein outlined work and is ready and willing to perform such work in accordance with the unit prices listed herein and the provisions of the herein included or referenced specifications, special provisions and plans, now

WITNESSETH: That for and in consideration of the unit prices listed herein, a part of this contract, the Contractor agrees to do, at its own proper cost and expense, all the work necessary for the highway improvement as shown and described in the plans and in accordance with the provisions of the referenced specifications and special provisions which are a part of this contract.

Time for completion of this contract shall be computed beginning as instructed in the authorization to begin work. The work to be performed under this contract shall be completed in 22 WORKING days.

And the State in consideration of the full and true performance of said work by the Contractor hereby agrees and binds itself to pay to the Contractor for the quantities of work performed in compliance with this contract at the respective unit prices set forth herein, subject to adjustment as herein provided. The following items of work and respective unit prices are those contained in the original proposal and are a part of this contract. The State limits its obligation hereunder to the funds available.
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<table>
<thead>
<tr>
<th>ITEM NO.</th>
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<th>SP. NO.</th>
<th>ITEM DESCRIPTION</th>
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<th>UNIT BID PRICE</th>
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<td>6002</td>
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<td>PREPARING ROW STA</td>
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<td>SET (TY II) (DES 3) (CMP) (6: 1) (P) EA</td>
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<td>TOTAL</td>
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<td>142,380.00</td>
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</tbody>
</table>
This page intentionally left blank.
The Contractor warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the contractor, to solicit or secure this contract and that it has not paid or agreed to pay any company or individual any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

The contractor agrees that any payments owing under this contract will be applied towards the debt or delinquent taxes owed to the state until the debt or delinquent taxes are paid in full.

It is acknowledged and agreed by the parties hereto that this contract is the full and complete contract for the performance of the work called for and described herein.

IN WITNESS WHEREOF, the parties hereto have set their hands the date herein named.

STATE OF TEXAS
Party of the First Part

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs approved and authorized by the Texas Transportation Commission.

By: [Signature] Date: 2/16/16

Director of Operations
(Typed, Printed or Stamped Name and Title)

RECOMMENDED FOR EXECUTION:

CONTRACTOR
Party of the Second Part

BXB GROUP INCORPORATION

By: [Signature] PRESIDENT 2-12-2016 (Date)

By: [Signature] (Title) (Date)

By: [Signature] (Title) (Date)
KNOW ALL PERSONS BY THESE PRESENTS:

That we BXB GROUP INCORPORATION as principal, and the other undersigned as surety, are held and firmly bound unto the State of Texas, in the penal sum of **one hundred forty-two thousand three hundred eighty and 00/100 Dollars (S$142,380.00)**, lawful money of the United States, well and truly to be paid to the State of Texas, and we bind ourselves, our heirs, successors, executors, and administrators jointly and severally, firmly by these presents.

Whereas, the above bounden principal has entered into the foregoing contract with the State of Texas 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 above bounden 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 aforesaid, and shall fully indemnify and save harmless the State of Texas from all costs and damage which the State of Texas may suffer by reason of the Principal’s default or failure to do so and shall fully reimburse and repay the State of Texas all outlay and expense which the State of Texas may incur in making good any such default, then obligation shall be null and void, otherwise it shall remain in full force and effect.

Provided further, that the said surety(s) for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the Specifications accompanying the same, shall in anywise affect its obligation on this bond. The surety(s) 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, unless otherwise specified in the contract.

WITNESS our hand this, **12th** day of **February**, 2016.

XBX GROUP INCORPORATION

SURETY (Print Firm Name and Seal)  

\[Signature\]

By:  

_xlabel_  

SURETY (Print Firm Name and Seal)  

\[Signature\]

By:  

_xlabel_  

SURETY (Print Firm Name and Seal)  

\[Signature\]

By:  

_xlabel_  

*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. This form has been approved by the ATTORNEY GENERAL OF TEXAS & TEXAS DEPT. OF INSURANCE.
PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we **BXB GROUP INCORPORATION** as principal, and the other undersigned as surety, are held and firmly bound unto the State of Texas, in the penal sum of **one hundred forty-two thousand three hundred eighty and 00/100 Dollars ($142,380.00)**, lawful money of the United States, well and truly to be paid to the State of Texas, and we bind ourselves, our heirs, successors, executors, and administrators jointly and severally, firmly by these presents.

Whereas, the above bounden principal has entered into the foregoing contract with the State of Texas 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 solely for the protection of all claimants, as defined by the Texas Government Code Title 10, Chapter 2253, or successor statutes, 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.

The condition of this obligation is such that if the above bounden principal, his or its heirs, successors, executors, and administrators shall well and faithfully make payment to each and every claimant as defined by law, supplying labor and materials as defined by law, in the prosecution of the work provided for in said contract and any and all duly authorized changes to said contract that may hereafter be made, notice of such changes to the **Surety(s)** being hereby waived, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

WITNESS our hand this, **12TH** day of **FEBRUARY** , 2016.

BXB GROUP INCORPORATION

SURETY (Print Firm Name and Seal)

*By: ____________________________ (Title)

SURETY (Print Firm Name and Seal)

*By: ____________________________ (Title)

SURETY (Print Firm Name and Seal)

*By: ____________________________ (Title)

SURETY (Print Firm Name and Seal)

*By: ____________________________ (Title)

*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.

This form has been approved by the ATTORNEY GENERAL OF TEXAS & TEXAS DEPT. OF INSURANCE.
POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
PO Box 16725, Irvine, CA 92623 (949) 283-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:

***Marie Perryman, Jack M. Crowley, Patricia A. Smith, Steven R. Foster, jointly or severally***

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surely, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporation could do, but reserving to each of said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

The Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this November 21, 2013.

By
Daniel Young, Senior Vice-President

By
Mark J. Lansdon, Vice-President

State of California
County of Orange

On November 21, 2013 before me ________________________________, Antonio Alvarez, Notary Public

__________________________________________
Name(s) of Signer(s)

Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Antonio Alvarez, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolution of the Board of Directors of said corporation set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this __________ day of __________________________.

By
Casie J. Berrieston, Assistant Secretary

ID-1438(Rev.11/13)
IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Surety's toll free telephone number for information or to make a complaint at:

1-800-782-1546

You may also write to the Surety at:

P.O. Box 19725
Irvine, CA 92623-9725

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANCE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

1-800-782-1546

Usted tambien puede escribir a Surety at:

P.O. Box 19725
Irvine, CA 92623-9725

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Surety primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Insco Insurance Services, Inc.
Underwriting Manager for:
Developers Surety and Indemnity Company • Indemnity Company of California
17780 Fitch, Suite 200
Irvine, CA 92614
1-800-782-1546
www.InscoDico.com

ID-1404 (TX) (4/01)