



# CITY OF TEXARKANA

## INVITATION FOR BID

**Bid Name:** Kennedy Lane and Westlawn Drive Street Reconstruction Project  
**Bid Number:** 23-1901-13

**Advertisement Dates:** June 2, 2024  
June 9, 2024

**Pre-Bid Meeting:** June 11 @ 10:00 A.M.  
**Location:** Public Works Conference Room, 4<sup>th</sup> Floor, 220 Texas Blvd., Texarkana, TX

**Bid Due Date:** June 25, 2024 at 10:00 A.M.  
**Location:** Public Works Office, 4<sup>th</sup> Floor 220 Texas Blvd., Texarkana, TX

All questions must be submitted in writing via email to [humphrey@texarkanatexas.gov](mailto:humphrey@texarkanatexas.gov) and received on or before 1:00 PM on June 21, 2024.

Responses must be submitted in a sealed envelope, addressed to the City of Texarkana, Public Works Department with the bid # and name on the envelope.

Responses may not be altered, amended, or withdrawn after the official opening.

The entire document including all forms must be submitted to be considered.

### BID ACKNOWLEDGEMENT

Undersigned affirms that they have read and understand all requirements of this Invitation For Bid. Additionally, the undersigned affirms that they are duly authorized to execute this contract and that this company has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this type of business prior to the official opening of this bid.

Undersigned affirms that submittal of this bid, and when properly accepted by the City of Texarkana, shall constitute a contract equally binding between the successful bidder and the City. No different or additional terms will become a part of this contract with the exception of change orders.

**PLEASE TYPE OR COMPLETE ELECTRONICALLY**

Signature

Date

Printed Name

Company

Mailing address

Phone

Fax

Email

EIN#

M/WBE or HUB Vendor [ ] Yes [ ] No

Certifying Agency

## Contractor Checklist

Before submitting your bid, please ensure you have completed and included the following documents in the order they are listed. The contractor is only to submit (1) one original copy of every item listed.

1. \_\_\_\_\_ Carefully read and understand the plans and specifications and properly complete the BID SUBMITTAL FORM. Bid submittal form **MUST** be completed in blue or black ink or by typewriter. Signatures must be original, in blue or black ink, and by hand. Enter unit price, and extended cost in the columns provided. In the event of discrepancies in extension, the unit price shall govern. Include corporate seal and Secretary's signature. Identify addenda received (if any).
2. \_\_\_\_\_ Include BID BOND or CASHIER'S OR CERTIFIED CHECK as your bid surety for all contracts **exceeding \$100,000**. Failure to provide a bid surety **WILL** result in automatic rejection of your bid.
3. \_\_\_\_\_ Clearly mark the bid number, title, due date and time and your company name and address on the outside of the envelope or container.
4. \_\_\_\_\_ Ensure your bid is **RECEIVED** by the City of Texarkana General Services Department prior to the deadline. Late bids will not be accepted.
5. \_\_\_\_\_ Complete and sign the SAFETY RECORD QUESTIONNAIRE. All "YES" responses must be explained in detail and submitted with Bid.
6. \_\_\_\_\_ Complete and sign the SUSPENSION AND DEBARMENT CERTIFICATION. ***Include firm's FEDERAL TAX ID number or Owner's SOCIAL SECURITY number.***
7. \_\_\_\_\_ Complete and submit the LIST OF SUB-CONTRACTORS.

### **DOCUMENTS REQUIRED WITHIN SEVEN BUSINESS DAYS AFTER CLOSING:**

8. \_\_\_\_\_ If changes are made to your SUB-CONTRACTORS LIST after bid closing, YOU MUST complete and submit the **FINAL** LIST OF SUB-CONTRACTORS.

**FAILURE TO PROVIDE ANY OF THE ABOVE MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE AND, THEREFORE, NOT FURTHER EVALUATED. PLEASE INCLUDE THIS COMPLETED PAGE AS THE FIRST PAGE OF YOUR BID SUBMITTAL.**

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(Type or Print Company Name)

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1. NOTICE TO BIDDERS

IFB # 23-1901-13

Sealed bids addressed to Angela Humphrey, Public Works and Contracts Manager, City of Texarkana, Texas, will be received in the office of Public Works, City Hall, 220 Texas Blvd. 4<sup>th</sup> Floor, Texarkana, Texas, 75503, until **10:00 A.M., June 25, 2024** or as changed by the issuance of formal addenda to all bidders, to furnish all labor and materials and perform all work for the construction of the following described project:

**Kennedy Lane and Westlawn Drive Street Reconstruction Project**

After the expiration of the time and date above first written, said sealed bids will be opened and publicly read aloud. It is the sole responsibility of the bidder to ensure that his bid is actually in the office of Purchasing and Contracts for the City of Texarkana, before the expiration of the date above first written.

The successful bidder will be required to furnish a performance bond in accordance with Chapter 2253, Government Code, in the amount of 100% of the total contract price in the event that said contract price exceeds \$100,000 and the successful bidder will be required to furnish a payment bond in accordance with Chapter 2253, Government Code, in the amount of 100% of the total contract price in the event that said contract price exceeds \$50,000. Said statutory bonds should be issued by a company carrying a current **Best Rating of "A" or better. THE BONDS MUST IN A FORM ACCEPTABLE TO THE CITY ATTORNEY AND MUST BE DATED THE SAME DATE THAT THE CONTRACT WAS AWARDED.**

If the contract amount exceeds \$100,000, the Bidders are required to submit a cashier's or certified check issued by a bank satisfactory to the City of Texarkana, or a bid bond from a reliable surety company, payable without recourse to the order of the City of Texarkana in an amount not less than 5% of the total amount of the bid submitted as a guarantee that bidder will enter into a contract and execute all necessary bonds (if required) within ten (10) business days after notice of award of the contract to him. **FAILURE OF THE BIDDER TO INCLUDE BID SECURITY WITH THE BID SUBMITTAL SHALL CONSTITUTE A NONRESPONSIVE BID AND RESULT IN DISQUALIFICATION OF THE BID SUBMITTAL.**

It shall be each bidder's sole responsibility to inspect the sites of the work and to inform himself regarding all local conditions under which the work is to be done. It shall be understood and agreed that all such factors have been thoroughly investigated and considered in the preparation of the bid submitted. There will be a **MANDATORY pre-bid conference on June 11 @ 10:00 A.M.** in the Public Works Conference Room , 4<sup>th</sup> floor, City Hall, Texarkana, Texas.

Bidders may pick up the plans and specifications without charge by visiting the City's website at <https://www.texarkanatexas.gov/346/Purchasing>.

Angela Humphrey  
PW and Contracts Manager

## 2. GENERAL INSTRUCTIONS TO BIDDERS

### 1 BID DELIVERY, TIME & DATE

- 1.1 The City of Texarkana is seeking written and sealed competitive bids to furnish CONSTRUCTION SERVICES per the attached specifications and contract documents. Sealed bids will be received no later than **10:00 A.M. on June 25, 2024**, at the office listed below. Any bid received after the date and hour specified will be rejected and returned unopened to the bidder. Each bid and supporting documentation must be in a sealed envelope or container plainly labeled in the lower left-hand corner: "**IFB # 23-1901-13- Kennedy Lane and Westlawn Drive Street Reconstruction Project**" and the bid opening date and time. Bidders must also include their company name and address on the outside of the envelope or container. Bids must be addressed to:

Express Mail (**Preferred**)

Angela Humphrey

Public Works

City of Texarkana

220 Texas Blvd.

Texarkana, Texas 75501

- 1.2 Bidders are responsible for making certain bids are delivered to the Purchasing and Contracts Department. Mailing of a bid does not ensure that the bid will be delivered on time or delivered at all. If bidder does not hand deliver bid, we suggest that he/she use some sort of delivery service (FedEx, UPS) that provides a receipt.
- 1.3 Bids will be accepted in person, by United States Mail, by overnight courier service, or by private courier service. No bids will be accepted by oral communication, telephone, electronic mail, telegraphic transmission, or telefacsimile transmission. **THE CITY WILL NOT ACCEPT FAX BIDS.**
- 1.4 The City of Texarkana reserves the right to postpone the date and time for opening bids through an addendum.

### 2 PRE-BID MEETING

- 2.1 For the purpose of familiarizing bidders with the requirements, answering questions, and issuing addenda as needed for the clarification of the Invitation to Bid (IFB) documents, **a MANDATORY pre-bid meeting will be held at 10:00 A.M., June 11, 2024, Public Works Conference Room, Texarkana, Texas, 4<sup>th</sup> floor, City Hall.** All persons attending the meeting will be asked to identify themselves and the prospective bidder they represent.
- 2.2 It is the bidder's responsibility to attend the pre-bid meeting though the meeting is mandatory. The City will not be responsible for providing information discussed at the pre-bid meeting to bidders who do not attend the pre-bid meeting.

### 3 ADDENDA & MODIFICATIONS

- 3.1 Any changes, additions, or clarifications to the IFB are made by **ADDENDA and will be posted on the City's website (<https://www.texarkanatexas.gov/346/Purchasing>).**
- 3.2 Any bidder in doubt as to the true meaning of any part of the specifications or other documents may request an interpretation thereof from the Public Works Department. At the request of the bidder, or in the event the Public Works Department deems the interpretation to be substantive, the interpretation will be made by written addendum issued by the Public Works Department. Such addenda issued by the Public Works will be available on the city's website mentioned in 3.1 and will become part of the bid package having the same binding effect as provisions of the original IFB. **NO VERBAL EXPLANATIONS OR INTERPRETATIONS WILL BE BINDING.** In order to have a request for interpretation considered, the request must be submitted in writing and must be received by the City of Texarkana Public Works Department no later than **June 21, 2024, at 1:00 P.M. CST.**

- 3.3 All addenda, amendments, and interpretations of this solicitation shall be in writing. The City of Texarkana shall not be legally bound by any amendment or interpretation that is not in writing. Only information supplied by the City of Texarkana Public Works Department in writing or in this IFB should be used in preparing bid responses. All contacts that a bidder may have had before or after receipt of this IFB with any individuals, employees, or representatives of the City and any information that may have been read in any news media or seen or heard in any communication facility regarding this bid should be disregarded in preparing responses.
- 3.4 The City does not assume responsibility for the receipt of any addendum sent to bidders.

#### 4 EXAMINATION OF DOCUMENTS AND REQUIREMENTS

- 4.1 Each bidder shall carefully examine all IFB documents and thoroughly familiarize itself with all requirements before submitting a bid to ensure that their bid meets the intent of these specifications.
- 4.2 Before submitting a bid, each bidder shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this Invitation to Bid. Failure to make such investigations and examinations shall not relieve the bidder from obligation to comply, in every detail, with all provisions and requirements of the Invitation to Bid.
- 4.3 Notices of any discrepancies or omissions in these plans, specifications, or contract documents, shall be given to the Public Works Department and a clarification obtained before the bids are received, and if no such notice is received by the Public Works Department prior to the opening of bids, then it shall be deemed that the bidder fully understands the work to be included and has provided sufficient sums in its bid to complete the work in accordance with these plans and specifications. If bidder does not notify Public Works Department before bidding of any discrepancies or omissions, then it shall be deemed for all purposes that the plans and specifications are sufficient and adequate for completion of the project.
- 4.4 NO BIDDER SHALL REQUEST ANY INFORMATION VERBALLY. ALL REQUESTS FOR ADDITIONAL INFORMATION OR CLARIFICATION CONCERNING THIS INVITATION TO BID (IFB) MUST BE SUBMITTED IN WRITING NO LATER THAN June 21, 2024, AT 1:00 P.M. CST AND ADDRESSED TO:

City of Texarkana  
Public Works Department  
Phone: 903-798-3942  
Email: [humphrey@texarkanatexas.gov](mailto:humphrey@texarkanatexas.gov)

#### 5 BID PREPARATION COSTS

- 5.1 Issuance of this IFB does not commit the City of Texarkana, in any way, to pay any costs incurred in the preparation and submission of a bid.
- 5.2 The issuance of this IFB does not obligate the City of Texarkana to enter into contract for any services or equipment.
- 5.3 All costs related to the preparation and submission of a bid shall be paid by the bidder.

#### 6 TRADE SECRETS, CONFIDENTIAL INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

- 6.1 If you consider any portion of your bid to be privileged or confidential by statute or judicial decision, including trade secrets and commercial or financial information, clearly identify those portions.
- 6.2 The City of Texarkana will honor your notations of trade secrets and confidential information and decline to release such information initially, but please note that the final determination of whether a particular portion of your bid is in fact a trade secret or commercial or financial information that may be withheld from public inspection will be made by the Texas Attorney General or a court of competent jurisdiction. In the event a public information request is received for a portion of your bid that you have marked as being confidential information, you will be notified of such request and you will be required to justify your legal position in writing to the Texas Attorney General pursuant to Section 552.305 of the Government Code. In the event that it is determined by opinion or order of the Texas Attorney General or a court of competent

jurisdiction that such information is in fact not privileged and confidential under Section 552.110 of the Government Code and Section 252.049 of the Local Government Code, then such information will be made available to the requester.

6.3 Marking your entire bid CONFIDENTIAL/PROPRIETARY is not in conformance with the Texas Open Records Act.

7 LICENSES, PERMITS, TAXES

The price or prices for the work shall include full compensation for all taxes, permits, etc. that the bidder is or may be required to pay.

8 UTILIZATION OF LOCAL BUSINESS RESOURCES

Prospective bidders are strongly encouraged to explore and implement methods for the utilization of local resources, and to outline in their bid submittal how they would utilize local resources.

9 CONFLICT OF INTEREST

9.1 The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Texarkana.

9.2 By signing and executing this bid, the bidder certifies and represents to the City the bidder has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this bid.

10 CONTRACT DOCUMENTS

10.1 All work covered by the contract shall be done in accordance with contract documents described in the General Conditions.

10.2 All bidders shall be thoroughly familiar with all of the requirements set forth on the contract documents for the construction of this project and shall be responsible for the satisfactory completion of all work contemplated by said contract documents.

11 PLANS FOR USE BY BIDDERS

It is the intent of the City of Texarkana that all parties with an interest in submitting a bid on the project covered by the contract documents be given a reasonable opportunity to examine the documents and prepare a bid without charge. The contract documents may be examined without charge as noted in the Notice to Bidders.

12 TIME AND ORDER FOR COMPLETION

12.1 The construction covered by the contract documents shall be substantially completed by **October 30, 2024**.

12.2 The reference to "Bidder" or to "Contractor" shall be interpreted to mean the same individual or company. No reference to Bidder as Contractor shall be interpreted to relieve Bidder of any responsibility or liability for performance under this Contract.

12.3 The Contractor will be permitted to prosecute the work in the order of his own choosing, provided, however, the City reserves the right to require the Contractor to submit a progress schedule of the work contemplated by the contract documents. In the event the City requires a progress schedule to be submitted, and it is determined by the City that the progress of the work is not in accordance with the progress schedule so submitted, the City may direct the Contractor to take such action as the City deems necessary to ensure completion of the project within the time specified.

13 PAYMENT

All payments due to Contractor shall be made in accordance with the provisions of the General Conditions of the contract documents.

14 AFFIDAVITS OF BILLS PAID

The City of Texarkana reserves the right, prior to final acceptance of this project to require the Contractor to execute an affidavit that all bills for labor, materials and incidentals incurred in the construction of the improvements contemplated by the contract documents have been paid in full and that there are no claims pending, of which the Contractor has been notified.

15 MATERIALS AND WORKMANSHIP

The intent of these contract documents is that only materials and workmanship of the best quality and grade will be furnished. The fact that the specifications may fail to be sufficiently complete in some detail will not relieve the Contractor of full responsibility for providing materials of high quality and for protecting them adequately until incorporated into the project. The presence or absence of a representative of the City on the site will not relieve the Contractor of full responsibility of complying with this provision. The specifications for materials and methods set forth in the contract documents provide minimum standards of quality, which the Owner believes necessary to procure a satisfactory project.

16 GUARANTEES

- 16.1 All equipment and materials incorporated in the project and all construction shall be guaranteed against defective materials and workmanship. Prior to final acceptance, the Contractor shall furnish to the Owner, a written general guarantee which shall provide that the Contractor shall remedy any defects in the work, and pay for any and all damages of any nature whatsoever resulting in such defects, when such defects appear within ONE year from date of final acceptance of the work as a result of defective materials or workmanship, at no cost to the Owner (City of Texarkana).
- 16.2 The obligations contained herein apply to products and services provided by the Contractor, its subcontractor or any third party involved in the creation or development of the products and services to be delivered to the City of Texarkana under this Contract. Failure to comply with any of the obligations contained herein, may result in the City of Texarkana availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default.
- 16.3 The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation to the Contractor's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.

17 PLANS FOR THE CONTRACTOR

The contractor can view the plans and specifications and related contract documents for use during construction on the City's website mentioned in 3.1. The Contractor is responsible for distributing copies of plans and specifications to suppliers, subcontractors or others, as required for proper prosecution of the work contemplated by the Contractor.

18 PROTECTION OF THE WORK

The Contractor shall be responsible for the care, preservation, conservation, and protection of all materials, supplies, machinery, equipment, tools, apparatus, accessories, facilities, and all means of construction, and any and all parts of the work whether the Contractor has been paid, partially paid, or not paid for such work, until the date the City issues its certificate of completion to Contractor. The City reserves the right, after the bids have been opened and before the contract has been awarded, to require of a bidder the following information:

- (a) The experience record of the bidder showing completed jobs of a similar nature to the one covered by the intended contract and all work in progress with bond amounts and percentage completed.
- (b) A sworn statement of the current financial condition of the bidder.
- (c) Equipment schedule.

20 TEXAS STATE SALES TAX

- 20.1 This contract is issued by an organization which qualifies for exemption provisions pursuant to provisions of Article 20.04 of the Texas Limited Sales, Excise and Use Tax Act.
- 20.2 The Contractor must obtain a limited sales, excise and use tax permit which shall enable him to buy the materials to be incorporated into the work without paying the tax at the time of purchase.

21 PROTECTION OF SUBSURFACE LINES AND STRUCTURES

It shall be the Contractor's responsibility to prosecute the work contemplated by the contract documents in such a way as to exercise due care to locate and prevent damage to all underground pipelines, utility lines, conduits or other underground structures which might or could be damaged by Contractor during the construction of the project contemplated by these contract documents. However, such fact shall not relieve the Contractor of his responsibilities aforementioned. All such underground lines or structures cut or damaged by Contractor during the prosecution of the work contemplated by this contract shall be repaired immediately by Contractor to the satisfaction of the City of Texarkana, Texas, at Contractor's expense.

22 BARRICADES AND SAFETY MEASURES

The Contractor shall, at his own expense, furnish and erect such barricades, fences, lights and danger signals, and shall take such other precautionary measures for the protection of persons, property and the work as may be necessary. The Contractor will be held responsible for all damage to the work due to failure of barricades, signs, and lights to protect it, and when damage is incurred, the damaged portion shall be immediately removed and replaced by Contractor at his own cost and expense. The Contractor's responsibility for maintenance of barricades, signs, and lights shall not cease until the date of issuance to Contractor of City's certificate of acceptance of the project. All such devices shall conform to the TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

23 EXPLOSIVES

- 23.1 The use of explosives will not be permitted unless written permission to do so is obtained by the Contractor from the City. In all cases where written permission is obtained for the use of explosives, the Contractor shall assume full responsibility for all damage, which may occur as a direct or indirect result of the blasting. In addition, in all cases where explosives are authorized to be used, the Contractor shall use utmost care so as not to endanger life or property and the Contractor shall further use only such methods as are currently utilized by persons, firms, or corporations engaged in similar type of construction activity.
- 23.2 Explosive materials shall not be stored or kept at the construction site by the Contractor.
- 23.3 In all cases where explosives are to be used during the construction of the project contemplated by this contract, it shall be the duty of the Contractor to notify each utility company having structures (above or below the ground) in proximity to the site of the work of Contractor's intention to use explosives, and such notice shall be given sufficiently in advance to enable the companies to take such steps as they may deem necessary to protect their property from injury. Such notice, however, shall not relieve the Contractor of responsibility for any damage resulting from his blasting operations.

24 CONTRACTOR'S REPRESENTATIVE

The successful bidder shall be required to have a responsible local representative available at all times while the work is in progress under this contract. The successful bidder shall be required to furnish the name, address and telephone number where such local representative may be reached during the time that the work contemplated by this contract is in progress.

25 LABOR AND WORKING HOURS

- 25.1 Construction work under the contract requiring an inspector shall not be performed on weekends or holidays unless the following conditions exist:
  - 25.1.1 The project being constructed is essential to the City of Texarkana's ability to provide the necessary service to its citizens.

25.1.2 Delays in construction are due to factors outside the control of the Contractor. The Contractor is approaching the penalty provisions of the contract and Contractor can show he has made a diligent effort to complete the contract within the allotted time.

25.2 Before construction work requiring an inspector is to be performed on Sunday or holidays, the Contractor must notify the Owner's Representative not less than three full working days prior to the weekend or holiday he desires to do work and obtain written permission from the Owner's Representative to do such work. The final decision on whether to allow construction work requiring an inspector on Sunday or holidays will be made by the Owner's Representative.

25.3 In any event, if a condition should occur or arise at the site of this project or from the work being done under this contract which is hazardous or dangerous to property or life, the Contractor shall immediately commence work, regardless of the day of the week or the time of day, to correct or alleviate such condition so that it is no longer dangerous to property or life.

26 PROVISIONS CONCERNING ESCALATION CLAUSES

Bids submitted containing any conditions which provide for changes in the stated bid price due to increases or decreases in the cost of materials, labor or other items required for the project will be rejected and returned to the bidder without being considered.

27 PREPARATION FOR BID

27.1 The bidder shall submit his bid on forms furnished by the City. All blank spaces in the form shall be correctly filled in and the bidder shall state the price in numerals, for which he intends to do the work contemplated or furnish the materials required. Such prices shall be written in ink, distinctly and legibly, or typewritten. In the case of a discrepancy between the unit price and extended amount, the unit price shall prevail.

27.2 If the bid is submitted by an individual, his name must be signed by him or his duly authorized agent. If a bid is submitted by a firm, association, or partnership, the name and address of each member must be given and the bid signed by a member of the firm, association or partnership, or person duly authorized. If the bid is submitted by a company or corporation, the company or corporate name and business address must be given, and the bid signed by an official or duly authorized agent. Powers of attorney authorizing agents or others to sign bids must be properly certified and must be in writing and submitted with the bid. The bid shall be executed in ink.

27.3 Each bid shall be enclosed in a sealed envelope, addressed as specified in the Notice to Bidders, and endorsed on the outside of the envelope in the following manner:

27.3.1 Bidder's name

27.3.2 Bid for (description of the project [bid number and title]).

27.4 Bid submittals may be withdrawn and resubmitted at any time before the time set for opening of the bids, but no bid may be withdrawn or altered thereafter.

27.5 **Pursuant to Texas Local Government Code 252.043(g), a competitive sealed bid that has been opened may not be changed for the purpose of correcting an error in the bid price. THEREFORE, ANY CORRECTIONS TO THE BID PRICE MUST BE MADE ON THE BID SUBMITTAL FORM PRIOR TO BID OPENING.**

28 BOUND COPY OF CONTRACT DOCUMENTS

Bidder understands and agrees that the contract to be executed by Bidder shall be bound and will include the following:

- (a) Notice to Bidders.
- (b) General Instructions to Bidders.
- (c) Bidder's Submittal.
- (d) Statutory Bonds (if required).

- (e) Contract Agreement.
- (f) General Conditions.
- (g) Special Conditions (if any).
- (h) Specifications.
- (i) Insurance Certificates for Contractor and all Sub-Contractors.
- (j) All other documents made available to bidder for his inspection in accordance with the Notice to Bidders.

If Plans and Specifications are too bulky or cumbersome to be physically bound, they are to be considered incorporated by reference into the aforementioned contract documents.

29 QUALIFICATIONS OF BIDDERS

The Bidder may be required before the award of any contract to show to the complete satisfaction of the City of Texarkana that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The Bidder may also be required to give a past history and references in order to satisfy the City of Texarkana about the Bidder's qualifications. The City of Texarkana may make reasonable investigations deemed necessary and proper to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the City of Texarkana all information for this purpose that may be requested. The Bidder's bid may be deemed not to meet specifications or the bid may be rejected if the evidence submitted by, or investigation of, the Bidder fails to satisfy the City of Texarkana that the Bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the Bidder's qualifications shall include:

- (a) The ability, capacity, skill, and financial resources to perform the work or provide the service required.
- (b) The ability of the Bidder to perform the work or provide the service promptly or within the time specified, without delay or interference.
- (c) The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.
- (d) The quality of performance of previous contracts or services.
- (e) The safety record of the Contractor and proposed Sub-Contractors

Before contract award, the recommended contractor for this project may be required to show that he has experience with similar projects that require the Contractor to plan his work efforts and equipment needs with City of Texarkana specifications in mind. Demonstration of experience shall include a complete list of ALL similar municipal and similar non-municipal current and completed projects for the past three (3) years for review. This list shall include the names of supervisors and type of equipment used to perform work on these projects. In addition, the Contractor may be required to provide the name(s) of supervisor(s) that will be used to perform work on this project in compliance with City of Texarkana specifications herein.

30 BID AWARD

- 30.1 The City of Texarkana reserves the right to reject any or all bids, reject any particular item on a bid, and to waive immaterial formalities and to accept the offer most advantageous to the City of Texarkana in its sole discretion. Unless otherwise specified herein, the City shall award the bid based on the total bid plus the sum of any Alternate Bids or Options the City may select.
- 30.2 Response to specifications is primary in determining the best low bid. Failure to comply with the specifications may result in disqualification of the bid.
- 30.3 In case of tie bids, preference will be given to local bidders. Consistent and continued tie bidding may be cause for rejection of bids by the City of Texarkana and/or investigation by the Attorney General to determine possible Anti-Trust violations.
- 30.4 Before the City may award a bid to a nonresident Bidder, the nonresident Bidder's bid must be lower than lowest bid submitted by a responsible Texas Bidder by the same margin or amount that a Texas Bidder would be required to underbid the nonresident Bidder in the nonresident Bidders' home state.
- 30.5 Any contract made, or purchase order issued, as a result of this Invitation to Bid, shall be entered into the State of Texas and under the laws of the State of Texas. In connection with the performance of work, the

Bidder agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal, State, and Local laws, regulations, and executive orders to the extent that the same may be applicable.

- 30.6 **NO INDIVIDUAL OF ANY USING DEPARTMENT HAS THE AUTHORITY TO LEGALLY AND/OR FINANCIALLY COMMIT THE CITY TO ANY CONTRACT, AGREEMENT OR PURCHASE ORDER FOR GOODS OR SERVICES, UNLESS SPECIFICALLY SANCTIONED BY THE REQUIREMENTS OF THIS INVITATION TO BID.**

31 ANTI-LOBBYING PROVISION

- 31.1 DURING THE PERIOD BETWEEN THE BID CLOSE DATE AND THE CONTRACT AWARD, BIDDERS, INCLUDING THEIR AGENTS AND REPRESENTATIVES, SHALL NOT DIRECTLY DISCUSS OR PROMOTE THEIR BID WITH ANY MEMBER OF THE TEXARKANA CITY COUNCIL OR CITY STAFF EXCEPT IN THE COURSE OF CITY-SPONSORED INQUIRIES, BRIEFINGS, INTERVIEWS, OR PRESENTATIONS, UNLESS REQUESTED BY THE CITY.
- 31.2 This provision is not meant to preclude Bidders from discussing other matters with City Council members or City staff. This policy is intended to create a level playing field for all potential Bidders, assure that contract decisions are made in public, and to protect the integrity of the bid process. Violation of this provision may result in rejection of the Bidder's bid.

32 PREVAILING WAGE RATES

- 32.1 Bidders are required to comply with Texas Government Code, Chapter 2258, Prevailing Wage Rates, with respect to the payment of prevailing wage rates for the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction. A worker is employed on a public work if the worker is employed by the contractor or any subcontractor in the execution of the contract for the project.
- 32.2 A worker employed on a public work by or on behalf of the City of Texarkana shall be paid not less than the general prevailing rate of per diem wages for the work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work.
- 32.3 The State of Texas has adopted the Federal Davis-Bacon wage rates for use in Texas pursuant to and in accordance with the Texas Government Code, Section 2258.022.
- 32.4 It shall be the responsibility of the successful Bidder to obtain the proper wage rates for Bowie County, Texas from the U.S. Department of Labor web site for the type of work defined in the bid specifications.

33 PAYMENT AND FILING OF PAYROLLS (FEDERALLY FUNDED PROJECT ONLY)

The Contractor and each of his subcontractors shall pay each of his employees engaged in work on the project under this contract in full (less mandatory legal deductions) in cash, or by check readily cashable without discount, not less often than once each week. **The Contractor and each of his subcontractors engaged at the site of the work shall not later than the seventh day following the payment of wages, file with the Owner's Representative, or Engineer, a certified, sworn, legible copy of such payroll. This shall contain the name of each employee, his classification, the number of hours worked on each day, rate of pay, and net pay. The affidavit shall state that the copy is a true and correct copy of such payroll, that no rebates or deductions (except as shown) have been made, or will in the future be made from the wages paid as shown thereon.** The Contractor must classify employees according to one of the classifications set forth in the schedule of general prevailing rate of per diem wages, which schedule is included in the contract documents. The Contractor shall forfeit as a penalty to the City

of Texarkana on whose behalf this contract is made, **sixty dollars** for each laborer, workman, or mechanic employed for each calendar day, or portion thereof, such laborer, workman or mechanic is paid less than the wages assigned to his particular classification as set forth in the schedule of general prevailing rate of per diem wages included in these contract documents.

34. CONFLICT OF INTEREST DISCLOSURE

Disclosure requirements of potential conflicts of interest involving counties, cities, and other local government entities must be filed by Bidders or potential Bidders to local government entities. The requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

A local government entity includes counties, municipalities, school districts, and other political subdivisions of the state or any entity to which a member is appointed by a county commissioner's court or the mayor or governing body of a municipality. A local government officer means a member of the governing body of a local government entity and the person designated as the chief executive officer of the local government entity.

Companies and individuals who contract, or seek to contract, with the City of Texarkana, Texas and its agents (including employees involved in the business with the entity) must file with the City Secretary's Office at 220 Texas Blvd., Room 102, Texarkana, Texas 75501 a Conflict of Interest Questionnaire that describes, among other things, affiliations or business relationships with the City officers, or certain family members or other businesses of the City officer, and certain employees or other contractors of the City with which such persons do business. These requirements are in addition to any other disclosures required by law. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>.

35. HB 1295 DISCLOSING INTERESTED PARTIES TO A CONTRACT

House Bill 1295, adopted by the 84th Legislature, created §2252.908, Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency.

§2252.908, Texas Government Code requires the commission to adopt rules necessary to implement the new disclosure requirement and to prescribe the disclosure form. Section 2252.908 requires the disclosure form to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity or state agency before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

An interested party is defined as a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts or who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.

Contractors are required to acquire Form 1295 via the Texas Ethics Commission website. This requires registration, generation of Form 1295 with a unique Certificate Number & filing date, printing the form, notarizing and returning the form to City of Texarkana Purchasing & Contract Management Department. Once the form is received by the Purchasing and Contract Management Department, the Buyer associated with the project will log-in to the Texas Ethics Commission portal and acknowledge receipt of the form not later than the 30th day after the date the contract for which the form was filed binds all parties to the contract. This will complete the form for the contract with which the form is associated. The completed form will be made available via the Texas Ethics Commission website.

Form 1295 can be generated via the Texas Ethics Commission web portal. The website and detailed instructions are located at: <https://www.ethics.state.tx.us/filinginfo/1295/>.

**3. BID SUBMITTAL FORM**

**3.1 BID SUBMITTAL FORM UNIT PRICE BID CONTRACT**

DATE: \_\_\_\_\_

PROJECT NUMBER: IFB #23-1901-13

Kennedy Lane and Westlawn Drive Street Reconstruction Project

Bid of \_\_\_\_\_ (hereinafter called Bidder)

To the Honorable Mayor and City Council City of Texarkana, Texas (hereinafter called Owner)

Ladies and Gentlemen:

The Bidder, in compliance with your Invitation to Bid, having carefully examined the plans, specifications, instructions to bidders, notice to bidders and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated below.

The Bidder binds himself on acceptance of his bid to execute a contract and any required bonds, according to the accompanying forms, for performing and completing the said work within the time stated and for the prices stated below.

**Public Works Items**

**Kennedy Lane**

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
500-6001	MOBILIZATION	1	LS		
3080-6025	STONE-MATRIX ASPHALT (SMA TYP-D) (PG 76-22) (SURFACE COURSE) (2")	1324	TON		
3076-6015	DENSE-GRADED HOT-MIX ASPHALT (TYP-C) (64-22) (BINDER COURSE) (2")	54	TON		
354-6002	PLAN & TEXT ASPH CONC PAV (0" TO 2")	25000	SY		
275-6011	CEMENT TREAT (EXIST MATERIAL) (8")	482	SY		
275-6001	CEMENT	13	TON		
3077-6075	TACK COAT (0.12 GAL/SY)	420	GAL		
666-6224	PAVEMENT SEALER 6"	12780	LF		
666-6226	PAVEMENT SEALER 8"	485	LF		
666-6228	PAVEMENT SEALER 12"	90	LF		
666-6230	PAVEMENT SEALER 24"	350	LF		
672-6009	REFL PAV MRKR TY II-A-A	252	EA		
666-6231	PAVEMENT SEALER (ARROW)	8	EA		
666-6232	PAVEMENT SEALER (WORD)	3	EA		
668-6076	PREFAB PAV MRK TY C (W) (24") (SLD)	350	LF		

666-6042	REFL PAV MARK TY I (W) 12" (SLD) (100 MIL)	90	LF		
668-6077	PREFAB PAV MRK TY C (W) (ARROW)	8	EA		
668-6085	PREFAB PAV MRK TY C (W) (WORD)	3	EA		
6149-6010	REFLPAV MRK AWT (Y) 6" (SLD) (100 MIL)	9810	LF		
6149-6011	REFLPAV MRK AWT (Y) 6" (BRK) (100 MIL)	320	LF		
6149-6005	REFLPAV MRK AWT (W) 6" (BRK) (100 MIL)	2650	LF		
666-6036	REFL PAV MARK TY I (W) 8" (SLD) (100 MIL)	485	LF		
6001-6001	PORTABLE CHANGEABLE MESSAGE SIGN	45	DAY		
6185-6002	TMA (STATIONARY)	45	DAY		
6185-6005	TMA (MOBILE OPERATION)	45	DAY		
502-6025	BARRICADES, SIGNS, & TRAFFIC HANDLING	1	EA		
506-6035	TEMPORARY EROSION, SEDIMENTATION, ENVIROMENTAL CONTROL	13	EA		

### Westlawn Drive

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
500-6001	MOBILIZATION	1	LS		
3080-6025	STONE-MATRIX ASPHALT (SMA TYP-D) (SURFACE COURSE) (2")	1822	TON		
3076-6015	DENSE-GRADED HOT-MIX ASPHALT (TYP-C) (BINDER COURSE)(2")	1279	TON		
354-6002	PLAN & TEXT ASPH CONC PAV (0" TO 2")	16750	SY		
275-6011	CEMENT TREAT (EXIST MATERIAL) (8")	3620	SY		
275-6001	CEMENT	300	TON		
3077-6075	TACK COAT (0.12 GAL/SY)	450	GAL		
666-6224	PAVEMENT SEALER 6"	7300	LF		
666-6228	PAVEMENT SEALER 12"	100	LF		
666-6230	PAVEMENT SEALER 24"	100	LF		
672-6009	REFL PAV MRKR TY II-A-A	164	EA		
668-6076	PREFAB PAV MRK TY C (W) (24") (SLD)	100	LF		
6149-6010	REFLPAV MRK AWT (Y) 6" (SLD) (100 MIL)	5400	LF		
6149-6005	REFLPAV MRK AWT (W) 6" (BRK) (100 MIL)	1900	LF		
666-6042	REFL PAV MARK TY I (W) 12" (SLD) (100 MIL)	100	LF		
6001-6001	PORTABLE CHANGEABLE MESSAGE SIGN	45	DAY		
6185-6002	TMA (STATIONARY)	45	DAY		

6185-6005	TMA (MOBILE OPERATION	45	DAY		
502-6025	BARRICADES, SIGNS, & TRAFFIC HANDLING	1	EA		
506-6035	TEMPORARY EROSION, SEDIMENTATION, ENVIROMENTAL CONTROL	14	EA		

### Additive Alternative 1

1	REMOVE BID ITEM (354-6002) PLAN & TEXT ASPH CONC PAV (0" TO 2")	41750	SY		
2	PLAN & TEXT ASPH CONC PAV (0" TO 2") (SPLIT 50/50 WITH CITY & CONTRACTOR)	41750	SY		

### Additive Alternative 2

1	REMOVE BID ITEM (354-6002) PLAN & TEXT ASPH CONC PAV (0" TO 2")	41750	SY		
2	PLAN & TEXT ASPH CONC PAV (0" TO 2") (CITY KEEPS 100% RECLAIMED MATERIAL)	41750	SY		

	<b>Grand-Total (Public Works)</b>				
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\_\_\_\_\_ Bidder's Initials

Bidder hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the project by **October 30, 2024**, thereafter as stipulated in the specifications and other contract documents. Bidder hereby further agrees to pay to Owner as liquidated damages the sum of **\$500 per day for 1<sup>st</sup> 10 working days and \$1000 per day for anything after the 1<sup>st</sup> 10 working days** in excess of the time set forth herein above for completion of this project, all as more fully set forth in the general conditions of the contract documents.

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

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of **SIXTY (60)** calendar days after the scheduled closing time for receiving bids.

The undersigned Bidder hereby declares that he has visited the site of the work and has carefully examined the plans, specifications and contract documents pertaining to the work covered by this bid, and he further agrees to commence work on or before the date specified in the written notice to proceed, and to substantially complete the work on which he has bid; as provided in the contract documents.

Bidders are required, whether or not a payment or performance bond is required, to submit a cashier's check or certified check issued by a bank satisfactory to the City of Texarkana, or a bid bond from a reliable surety company, payable without

recourse to the order of the City of Texarkana in an amount not less than five percent (5%) of the total amount of the bid submitted as a guarantee that Bidder will enter into a contract, obtain all required insurance policies, and execute all necessary bonds (if required) within ten (10) business days after notice of award of the contract to him

\_\_\_\_\_ Bidder's Initials

**CITY OF TEXARKANA, TEXAS  
INSURANCE REQUIREMENT AFFIDAVIT**

To Be Completed by Appropriate Insurance Agent

I, the undersigned Agent/Broker, certify that the insurance requirements contained in this bid document have been reviewed by me with the identified Contractor below. If the below identified Contractor is awarded this contract by the City of Texarkana, I will be able to, within ten (10) days after being notified of such award, furnish a valid insurance certificate to the City meeting all the requirements defined in this bid.

\_\_\_\_\_ **Agent (Signature)**

\_\_\_\_\_ **Agent (Print)**

Name of Agency/Broker: \_\_\_\_\_

Address of Agent/Broker: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Agent/Broker Telephone Number: \_\_\_\_\_

CONTRACTOR'S NAME: \_\_\_\_\_  
(Print)

**NOTE TO AGENT/BROKER**  
If this requirement is not met, the City has the right to reject this bid and award the contract to another meeting the specifications. If you have any questions, please contact the City of Texarkana at (903) 798-3948.

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID SUBMITTAL.**

Enclosed with this bid is a Cashier's Check or Certified Check for \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) or a Bid Bond in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the bid is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within ten (10) business days after the date of receipt of written notification of acceptance of said bid; otherwise, said check or bond shall be returned to the undersigned upon demand.

Bidder understands and agrees that the contract to be executed by Bidder shall be bound and include all contract documents made available to him for his inspection in accordance with the Notice to Bidders.

Pursuant to Texas Local Government Code 252.043(a), a competitive sealed bid that has been opened may not be changed for the purpose of correcting an error in the bid price. **THEREFORE, ANY CORRECTIONS TO THE BID PRICE MUST BE MADE ON THE BID SUBMITTAL FORM PRIOR TO BID OPENING.**

Date: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
(Printed or Typed Name)

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_, \_\_\_\_\_  
City, County

\_\_\_\_\_, \_\_\_\_\_  
State Zip Code

Telephone: \_\_\_\_\_ - \_\_\_\_\_

Fax: \_\_\_\_\_ - \_\_\_\_\_

**FEDERAL TAX ID or SOCIAL SECURITY No.**

\_\_\_\_\_

EMAIL: \_\_\_\_\_

(Seal if Bidder is a Corporation)

ATTEST:

\_\_\_\_\_  
Secretary

Bidder acknowledges receipt of the following addenda:

Addenda No. \_\_\_\_\_ Date \_\_\_\_\_

Addenda No. \_\_\_\_\_ Date \_\_\_\_\_

Addenda No. \_\_\_\_\_ Date \_\_\_\_\_

Addenda No. \_\_\_\_\_ Date \_\_\_\_\_

**BID #23-1901-13 Kennedy Lane and Westlawn Drive Street Reconstruction Project**

**3.2 SAFETY RECORD QUESTIONNAIRE**

The City of Texarkana City Council desires to avail itself of the benefits of Section 252.0435 of the Local Government Code, and consider the safety records of potential Contractors prior to awarding bids on City contracts. Pursuant to Section 252.0435 of the Local Government Code, City of Texarkana has adopted the following written definition and criteria for accurately determining the safety record of a Bidder prior to awarding bids on City contracts.

The definition and criteria for determining the safety record of a Bidder for this consideration shall be:

**The City of Texarkana shall consider the safety record of the Bidders in determining the responsibility thereof. The City may consider any incidents involving worker safety or safety of the citizens of the City of Texarkana, be it related or caused by environmental, mechanical, operational, supervision or any other cause or factor. Specifically, the City may consider, among other things:**

- a. Complaints to, or final orders entered by, the Occupational Safety and Health Review Commission (OSHRC), against the Bidder for violations of OSHA regulations within the past three (3) years.
- b. Citations (as defined below) from an Environmental Protection Agency (as defined below) for violations within the past five (5) years. Environmental Protection Agencies include, but are not necessarily limited to, the U.S. Army Corps of Engineers (USACOE), the U.S. Fish and Wildlife Service (USFWS), the Environmental Protection Agency (EPA), the Texas Commission on Environmental Quality (TCEQ), the Texas Natural Resource Conservation Commission (TNRCC) (predecessor to the TCEQ), the Texas Department of State Health Services (DSHS), the Texas Parks and Wildlife Department (TPWD), the Structural Pest Control Board (SPCB), agencies of local governments responsible for enforcing environmental protection or worker safety related laws or regulations, and similar regulatory agencies of other states of the United States. Citations include notices of violation, notices of enforcement, suspension/revocations of state or federal licenses or registrations, fines assessed, pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, and judicial final judgments.
- c. Convictions of a criminal offense within the past ten (10) years, which resulted from bodily harm or death.
- d. Any other safety related matter deemed by the City Council to be material in determining the responsibility of the Bidder and his or her ability to perform the services or goods required by the bid documents in a safe environment, both for the workers and other employees of Bidder and the citizens of the City of Texarkana.

In order to obtain proper information from Bidders so that City of Texarkana may consider the safety records of potential Contractors prior to awarding bids on City contracts, City of Texarkana requires that Bidders answer the following three (3) questions and submit them with their bids:

**QUESTION ONE**

Has the Bidder, or the firm, corporation, partnership, or institution represented by the Bidder, or anyone acting for such firm, corporation, partnership or institution, received citations for violations of OSHA within the past three (3) years?

YES \_\_\_\_\_ NO \_\_\_\_\_

If the Bidder has indicated YES for question number one above, the Bidder must provide to City of Texarkana, with its bid submission, the following information with respect to each such citation:

Date of offense, location of establishment inspected, category of offense, final disposition of offense, if any, and penalty assessed.

**QUESTION TWO**

Has the Bidder, or the firm, corporation, partnership, or institution represented by the Bidder, or anyone acting for such firm, corporation, partnership or institution, received citations for violations of environmental protection laws or regulations, of any kind or type, within the past five years? Citations include notice of violation, notice of enforcement, suspension/revocations of state or federal licenses, or registrations, fines assessed, pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, and judicial final judgments.

YES \_\_\_\_\_ NO \_\_\_\_\_

If the Bidder has indicated YES for question number two above, the Bidder must provide to City of Texarkana, with its bid submission, the following information with respect to each such conviction:

Date of offense or occurrence, location where offense occurred, type of offense, final disposition of offense, if any, and penalty assessed.

**QUESTION THREE**

Has the Bidder, or the firm, corporation, partnership, or institution represented by Bidder, or anyone acting for such firm, corporation, partnership, or institution, ever been convicted, within the past ten (10) years, of a criminal offense which resulted from serious bodily injury or death?

YES \_\_\_\_\_ NO \_\_\_\_\_

If the Bidder has indicated YES for question number three above, the Bidder must provide to City of Texarkana, with its bid submission, the following information with respect to each such conviction:

Date of offense, location where offense occurred, type of offense, final disposition of offense, in any, and penalty assessed.

**ACKNOWLEDGEMENT**

THE STATE OF TEXAS

COUNTY OF BOWIE

I certify that I have made no willful misrepresentations in this Questionnaire nor have I withheld information in my statements and answers to questions. I am aware that the information given by me in this questionnaire shall be investigated, with my full permission, and that any misrepresentations or omissions may cause my bid to be rejected.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

### 3.3 SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-Federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$50,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

Contractors receiving individual awards of \$50,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency.

Before an award of \$50,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.

**I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a Federal agency.**

COMPANY NAME: \_\_\_\_\_

**FEDERAL TAX ID or SOCIAL SECURITY No.** \_\_\_\_\_

Signature of Company Official: \_\_\_\_\_

Printed name of company official signing above: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**City of Texarkana, TX**  
**Chapter 2270 Prohibition on Contracts with Companies Boycotting Israel**

House Bill 89, adopted by the 85<sup>th</sup> Legislature, created §2270.001, Texas Government Code, Section Subtitle F, Title 10, requires a company entering into to a contract with a governmental entity or state agency to verify that the company: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (Effective September 1, 2017) I, the undersigned agent for the company named below, certify that the Company does not boycott Israel and will not boycott Israel during the term of the contract.

COMPANY NAME: \_\_\_\_\_

Signature of Company Official: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Printed name of company official signing above: \_\_\_\_\_

**4. LIST OF SUB CONTRACTORS**

	Company Name	Location	Services Provided	Minority Owned	
				Yes	No
1.	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
2.	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
3.	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
4.	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
5.	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
6.	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
7.	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
8.	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
9.	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
10.	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
11.	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
12.	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>

\_\_\_\_\_  
**Contractor Signature**

**THIS FORM SHALL BE COMPLETED AND RETURNED ALONG WITH YOUR PROPOSAL IF NO SUB-CONTRACTORS WILL BE USED PLEASE INDICATE SO**

**BID # 23-1901-13 Kennedy Lane and Westlawn Drive Street Reconstruction Project**

**FINAL LIST OF SUB CONTRACTORS**

	Company Name	Location	Services Provided	Minority Owned	
				Yes	No
1.	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
2.	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
3.	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
4.	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
5.	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
6.	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
7.	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
8.	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
9.	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
10.	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
11.	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
12.	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
13.	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
14.	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
15.	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
16.	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>

\_\_\_\_\_  
**Contractor Signature**

**THIS FORM SHALL BE COMPLETED AND RETURNED ALONG WITHIN 7 BUSINESS DAYS AFTER BID IS AWARDED IF YOU ARE WINNING BIDDER AND YOU HAVE MADE ANY CHANGES OF SUBSTITUTIONS TO THE SUB-CONTRACTOR LIST SUBMITTED WITH YOUR ORIGINAL BID.**

**5. PAYMENT BOND**

**STATUTORY PAYMENT BOND PURSUANT TO SECTION 2253.021(a)  
OF THE TEXAS GOVERNMENT CODE  
(CONTRACTS MORE THAN \$50,000)**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_ (hereinafter called the Principal(s), as Principal(s), and \_\_\_\_\_

\_\_\_\_\_ (hereinafter called the Surety(s), as Surety(s), are held and firmly bound unto the City of Texarkana (hereinafter called the Obligee), in the amount of \_\_\_\_\_ Dollars \_\_\_\_\_ lawful money of the United States for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the \_\_\_\_ day of \_\_\_\_\_, **2024**, to perform all work associated with **IFB #23-1901-13 Kennedy Lane and Westlawn Drive Street Reconstruction Project**.

and said Principal under the law is required before commencing the work provided for in said contract to execute a bond in the amount of said contract which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and effect; PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Section 2253.021(a) of the Texas Government Code, and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal (s) and Surety (s) have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_ **2024**.

\_\_\_\_\_  
Surety

\_\_\_\_\_  
(Company Name)

\*By: \_\_\_\_\_  
(Title)

By: \_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

The undersigned surety company represents that it is duly qualified to do business in Texas, and hereby designates \_\_\_\_\_ an agent resident in Bowie County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship.

\_\_\_\_\_  
Surety

\* By: \_\_\_\_\_  
(Title)

6. **PERFORMANCE BOND**

STATUTORY PERFORMANCE BOND PURSUANT TO SECTION 2253.021(a)  
OF THE TEXAS GOVERNMENT CODE  
(CONTRACTS MORE THAN \$100,000)

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_ (hereinafter called the Principal(s), as Principal(s), and \_\_\_\_\_

\_\_\_\_\_ (hereinafter called the Surety(s), as Surety(s), are held and firmly bound unto the City of Texarkana (hereinafter called the Obligee), in the amount of \_\_\_\_\_ Dollars \_\_\_\_\_ lawful money of the United States for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the \_\_\_ day of \_\_\_\_\_, **2024**, to perform all work associated with **IFB #23-1901-13 Kennedy Lane and Westlawn Drive Street Reconstruction Project**.

and said principal under the law is required before commencing the work provided for in said contract to execute a bond in the amount of said contract which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise to remain in full force and effect. PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Section 2253.021(a) of the Texas Government Code, and all liabilities on this bond shall be determined in accordance with the provisions of said article to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal (s) and Surety (s) have signed and sealed this instrument this \_\_\_ day of \_\_\_\_\_, **2024**.

\_\_\_\_\_  
Surety

\* By: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

The undersigned surety company represents that it is duly qualified to do business in Texas, and hereby designates \_\_\_\_\_ an agent resident in Bowie County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship.

\_\_\_\_\_  
Surety

\* By: \_\_\_\_\_  
(Title)

7. **CERTIFICATE OF INSURANCE**

## INSURANCE REQUIREMENTS

Prior to the award of this contract by the City and before commencing work, the successful Bidder shall be required, at his own expense, to furnish the City of Texarkana, Texas, within ten (10) days of notification of award with certified copies of all insurance certificates showing the following insurance coverage to be in force throughout the term of the contract. The City shall have no duty to pay or perform under this contract until such certificate has been delivered to and approved by the City, and no officer or employee of the City shall have authority to waive this requirement without written approval from the City Manager.

(a) Commercial General Liability (CGL) insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage. Coverage must be written on an occurrence form. Contractual liability must be maintained with respect to the Contractor's obligations contained in the contract. The general aggregate limit must be at least two (2) times the per-occurrence limit. CGL shall include coverage for:

1. Premises/Operations
2. Products Completed Operations
3. Personal Injury

(b) Workers Compensation insurance at statutory limits.

(c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

The required limits may be satisfied by any combination of primary, excess or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The successful Bidder may maintain reasonable and customary deductibles, subject to approval by the City.

A comprehensive general liability insurance form may be used in lieu of a commercial general liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$500,000 per occurrence, combined single limit; and coverage must include a broad form comprehensive general liability endorsement, coverage for products/completed operations, and broad form contractual liability covering the obligations included in the contract.

With reference to the foregoing insurance requirement, the successful bidder shall specifically endorse applicable insurance policies as follows:

- (1) The City shall be named as an additional insured with respect to general liability.
- (2) A waiver of subrogation in favor of the City of Texarkana, Texas shall be contained in the workers compensation coverage.
- (3) All insurance policies shall be endorsed to require the insurer to immediately notify the City of any material change in the insurance coverage.
- (4) All insurance policies shall be endorsed to the effect that the City will receive at least 10 days' notice prior to cancellation, non-renewal or termination of the insurance.
- (5) All copies of Certificates of Insurance shall reference the project/contract number for which the insurance is being supplied.

The City prefers that all insurance be purchased from an insurance company that meets the following requirements:

- 1) A financial rating of A:VII or better as assigned by the BEST rating Company or A or better by Standard and Poor's.
- 2) Written by companies approved by the State of Texas and acceptable to the City of Texarkana, Texas.

All insurance must be written on forms filed with and approved by the Texas State Board of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

- 1) The insurance set forth by the insurance company is underwritten on forms, which have been approved by the Texas State Board of Insurance.
- 2) Sets forth all endorsements and insurance coverage according to requirements and instructions contained herein.
- 3) Shall specifically set forth the notice of cancellation or termination provisions to the City of Texarkana, Texas.

**CONTRACTOR SHALL:**

- (1) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filling of any coverage agreements;
- (2) provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;
- (3) provide the governmental entity, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project;
- (4) obtain from each person providing services on a project, and provide to the governmental entity:
  - (A) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - (B) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;
- (7) post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Act or other commission rules. This notice must be printed in at least 19-point normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text provided by the commission on the sample notice, without any additional words or changes:

**REQUIRED WORKERS' COMPENSATION COVERAGE**

"The law requires that each person working on this site or providing services related to this construction project must (see reverse) be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment

and materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee."

"Call the Texas Workers' Compensation Commission at 512-305-7238 to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage." and

- (8) contractually require each person with whom it contracts to provide services on a project, to:
- (A) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;
  - (B) provide a certificate of coverage to the contractor prior to that person beginning work on the project;
  - (C) include in all contracts to provide services on the project the language in subsection (e) (3) of this rule;
  - (D) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - (E) obtain from each other person with whom it contracts, and provide to the Contractor:
    - (i) a certificate of coverage, prior to the other person beginning work on the project; and
    - (ii) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - (F) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
  - (G) notify the governmental entity in writing by certified mail or personal delivery, within (ten) 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - (H) contractually require each other person with whom it contracts, to perform as required by paragraphs (A) - (H), with the certificate of coverage to be provided to the person for whom they are providing services.

**8. CONTRACT**

CONTRACT

STATE OF TEXAS  
COUNTY OF BOWIE

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Texarkana, County of Bowie, State of Texas, acting by and through the Mayor, City of Texarkana, thereunto authorized to do so, hereinafter referred to as OWNER, and \_\_\_\_\_, of the City of \_\_\_\_\_, County of **BOWIE** and the State of **TEXAS** hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER and under the conditions expressed in the bond bearing even date herewith (if any) the CONTRACTOR hereby agrees with OWNER to commence and complete the construction of certain improvements described as follows:

**IFB #23-1901-13 Kennedy Lane and Westlawn Drive Street Reconstruction Project**

and all extra work in connection therewith, under the terms as stated in the contract documents and at his (or their) own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said construction in accordance with the contract documents as defined in the General Conditions of Agreement. \_\_\_\_\_ bid dated \_\_\_\_\_ is incorporated into and made a part of this agreement.

The CONTRACTOR hereby agrees to commence work within **TEN** days after the date written notice to do so shall have been given to him and to substantially complete same within the time specified in the contract documents.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract in accordance with the bid submitted therefore, subject to additions and deductions, as provided in the contract documents and to make payment on account thereof as provided therein.

IN WITNESS WHEREOF, the parties to these presents have executed this agreement in Texarkana, Texarkana County, Texas in the year and day first above written.

CONTRACTOR:

CITY OF TEXARKANA, TEXAS (OWNER):

\_\_\_\_\_

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPLETE ADDRESS:

Company \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

## GENERAL CONDITIONS OF THE AGREEMENT

### 1. OWNER

Whenever the word Owner, or First Party, are used in this contract, it shall be understood as referring to the City of Texarkana, Texas.

### 2. CONTRACTOR

Whenever the word Contractor, Bidder, or Second Party, is used, it shall be understood to mean the person, persons, co-partnership or corporation, to wit \_\_\_\_\_ who has agreed to perform the work embraced in this contract, or their legal representative.

### 3. OWNER'S REPRESENTATIVE

Whenever the word Owner's Representative or representative is used in this contract, it shall be understood as referring to, the City of Texarkana, or its representative, so designated who shall inspect constructions; or to such other representatives, supervisors, architects, engineers, or inspectors as may be authorized by said Owner to act in any particular under this agreement. Engineers, supervisors or inspectors shall act for the Owner under the direction of Owner's Representative, but shall not directly supervise the Contractor or persons acting on behalf of the Contractor.

### 4. CONTRACT DOCUMENTS

The contract's documents shall consist of the Notice to Bidders, General Instructions to Bidders, Bid, Signed Agreement, Statutory Bonds (if required), General Conditions of the Agreement, Special Conditions of the Agreement (if any), Specifications, Plans, Insurance Certificates, and all other documents made available to Bidder for inspection in accordance with the Notice to Bidders. The above-described materials are sometimes referred to herein as the "contract" or "contract documents".

### 5. INTERPRETATION OF PHRASES

Whenever the words "Directed," "Permitted," "Designated," "Required," "Considered Necessary," "Prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation or prescription of the Owner's Representative is intended; and similarly, the words "Approved," "Acceptable," "Satisfactory," or words of like import shall mean approved by or acceptable or satisfactory to the Owner's Representative.

### 6. SUBCONTRACTOR

The term Subcontractor, as employed herein, includes only those having a direct contract with the Contractor for performance of work on the project contemplated by these contract documents. Owner shall have no responsibility to any Subcontractor employed by Contractor for performance of work on the project contemplated by these contract documents, but said Subcontractors shall look exclusively to Contractor for any payments due Subcontractor. The City reserves the right to approve or disapprove the selection of any subcontractor(s).

### 7. WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an Office of the corporation for whom it is intended, or if delivered at or sent certified mail to the last business address known to the party who gives the notice.

8. CONTRACTOR'S RESPONSIBILITIES

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words which so applied have well known, technical or trade meaning shall be held to refer such recognized standards.

All work shall be done and all materials furnished in strict conformity with the contract documents.

9. SUBSTANTIALLY COMPLETED

The term "Substantially Completed" is meant that the structure or project contemplated by the contract documents has been made suitable for use or occupancy or the facility is in a condition to serve its intended purpose, but still may require minor miscellaneous work and adjustment.

10. LAYOUT

Except as specifically provided herein, the Contractor shall be responsible for laying out all work and shall accomplish this work in a manner acceptable to the Owner's Representative. The Owner's Representative shall check the Contractor's layout of all major structures and any other layout work done by the Contractor at Contractor's request, but this check does not relieve the Contractor of the responsibility of correctly locating all work in accordance with the Plans and Specifications.

11. KEEPING OF PLANS AND SPECIFICATIONS ACCESSIBLE

The Contractor shall be furnished copies of all Plans and Specifications without expense to Contractor and Contractor shall keep one copy of same consistently accessible on the job site.

12. RIGHT OF ENTRY

The Owner's Representative may make periodic visits to the site to observe the progress or quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. Owner's Representative shall not be required to make exhaustive or continuous onsite inspections to check the quality or quantity of the work, nor shall Owner's Representative be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. Notwithstanding the Owner's Representative's rights of entry hereunder, the Owner's Representative shall not be responsible for the Contractor's failure to perform the work in accordance with the Contract Documents.

13. CONSTRUCTION STAKING

All construction staking will be supplied by the CONTRACTOR. The ENGINEER will not furnish any construction staking to CONTRACTOR.

The CONTRACTOR shall establish and be responsible for the correctness of alignment, elevation and position of all construction required by the contract. As a minimum, construction stakes shall be placed at intervals of 100 feet. In the event that the CONTRACTOR'S personnel are unable to construct an item of work to the tolerances allowed in the specifications with construction stakes at 100-foot intervals, the stakes shall be placed at closer intervals as directed by the ENGINEER. The CONTRACTOR shall provide a qualified and experienced work force to perform this work. He shall keep the ENGINEER informed a reasonable time in advance of the time and place he intends to work, in order that measurements may be made as necessary for the record and for determination of pay quantities.

The ENGINEER may, at his option, make spot or complete checks on all construction alignment and grades to determine the accuracy of the CONTRACTOR'S survey work. These checks, however, will not relieve the CONTRACTOR of his responsibility of constructing the work to the positions and elevations as shown on the plans or approve changes.

The CONTRACTOR shall furnish all stakes and other materials necessary to preserve control points for alignment and grades.

After the project is let to contract, the ENGINEER will furnish the CONTRACTOR, at no cost, with two (2) copies of the earthwork cross sections (when available) , two (2) copies of the computer printouts of the "Design Cross Section List" (when available), and an electronic design file showing proposed and existing surfaces (when available). The ENGINEER will also provide CONTRACTOR with the location of control points used to allow CONTRACTOR to tie into same coordinate system.

Other computations, sketches and drawings used in the design and layout of this project will also be made available to the CONTRACTOR, but these items will not relieve the CONTRACTOR of his responsibility as set out above.

14. OWNER'S REPRESENTATIVE'S AUTHORITY AND DUTY

Unless otherwise specified, it is mutually agreed between the parties to this Agreement that the Owner's Representative has the authority to review all work included herein. The Owner's Representative has the authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the contract. The Owner's Representative shall, in all cases, determine the amounts and quantities of the several kinds of work which are to be paid for under the contract documents, and shall determine all questions in relation to said work and the construction thereof, and shall, in all cases, decide every question which may arise relative to the execution of this contract on the part of said Contractor. The decision of the Owner's Representative shall be conclusive in the absence of written objection to same delivered to Owner's Representative within fifteen (15) calendar days of any decision or direction by Owner's Representative. In the absence of timely written objection by Contractor, as provided herein, any and all objection or objections shall be deemed waived.

15. SUPERINTENDENCE AND INSPECTION

It is agreed by the Contractor that the Owner's Representative shall be and is hereby authorized to appoint from time to time such subordinate engineers, supervisors, or inspectors as the said Owner's Representative may deem proper to inspect the materials furnished and the work done under this Agreement, and to see that said material is furnished and said work is done in accordance with the specifications therefore. The Contractor shall furnish all reasonable aid and assistance required by the subordinate engineers, supervisors or inspectors for the proper inspection and examination of the work. The Contractor shall regard and obey the directions and instructions of any subordinate engineers, supervisors or inspectors so appointed, when such directions and instructions are consistent with the obligations of this Agreement and accompanying plans and specifications provided, however, should the Contractor object to any orders by any subordinate engineer, supervisor or inspector, the Contractor may within fifteen (15) calendar days make written appeal to the Owner's Representative for its decision. In the absence of timely written objection by Contractor, as provided herein, any and all objection or objections shall be deemed waived.

16. CONTRACTOR'S DUTY AND SUPERINTENDENCE

The Contractor shall give personal attention to the faithful prosecution and completion of this contract and shall keep on the work, during its progress, a competent superintendent and any necessary assistants, all satisfactory to Owner's Representative. The superintendent shall represent the Contractor in its absence and all directions given to superintendent shall be binding as if given to the Contractor. It is expressly agreed that adequate supervision by

competent and reasonable representatives of the Contractor is essential to the proper performance of the work and lack of such supervision shall be grounds for suspending operations of the Contractor.

The work, from its commencement to completion, shall be under the exclusive charge and control of the Contractor and all risk in connection therewith shall be borne by the Contractor.

The Owner or Owner's Representatives shall not be responsible for the acts or omissions of the Contractor, or any subcontractors, or any of Contractor's agents or employees, or any other persons performing any of the work.

17. CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the Contractor has, by careful examination, satisfied itself as to the nature and location of the work, the confirmation of the ground, the character, quality and quantity of materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, and the general and local conditions, and all other matters which in any way affect the work under the contract documents. No oral agreement or conversation with any Office, agent, or employee of the Owner, or Owner's Representative either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained. Subject to the rights of Owner, as set forth in Paragraph 23 hereof, all modifications and/or amendments to the contract documents, shall be in writing, and executed by Owner's Representative and Contractor.

Unless otherwise specified herein, all loss, expense or damage to Contractor arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstance and the prosecution of the work, shall be sustained and borne by the Contractor at its own cost and expense.

18. CHARACTER OF WORKERS

The Contractor agrees to employ only orderly and competent workers, skillful in the performance in the type of work required under this contract, to do the work; and agrees that whenever the Owner's Representative shall inform Contractor in writing that any man or men on the work, are, in Owner's Representative's sole opinion, incompetent, unfaithful, disorderly, or otherwise unacceptable to Owner or Owner's Representative, such man or men shall be discharged from the work and shall not again be employed on the work without the Owner's Representative's written consent.

19. CONSTRUCTION PLANT

The Contractor shall provide all labor, tools, equipment, machinery and materials necessary in the prosecution and completion of this contract where it is not otherwise specifically provided that Owner shall furnish same, and it is also understood that Owner shall not be held responsible for the care, preservation, conservation, or protection of any materials, tools, equipment or machinery or any part of the work until it is finally completed and accepted.

The building of structures for the housing of men or equipment are permitted only at such places as the Owner's Representative shall consent or direct, and the sanitary conditions of the grounds in or about such structure shall at all times be maintained in a manner satisfactory to the Owner's Representative.

20. SANITATION

Necessary sanitary conveniences for the use of laborers on the work site, properly secluded from public observation, shall be constructed and maintained by the Contractor in such manner and at such points as shall be approved by the Owner's Representative and their use shall be strictly enforced.

21. OBSERVATION AND TESTING

The Owner or Owner's Representative shall have the right at all times to observe and test the work. Contractor shall make necessary arrangements and provide proper facilities and access for such observation and testing at any location wherever such work is in preparation or progress. Contractor shall ascertain the scope of any observation that may be contemplated by Owner or Owner's Representative and shall give ample notice as to the time each part of the work shall be ready for such observation. Owner or Owner's Representative may reject any such work found to be defective or not in accordance with the contract documents, regardless of the stage of its completion or the time or place of discovery of such errors and regardless of whether Owner's Representative has previously accepted the work through oversight or otherwise. If any such work should be covered without approval or consent of the Owner, it must, if requested by Owner or Owner's Representative, be uncovered for examination at Contractor's expense. In the event that any part of the work is being fabricated or manufactured at a location where it is not convenient for Owner or Owner's Representative to make observations of such work or require testing of said work, then in such event Owner or Owner's Representative may require Contractor to furnish Owner or Owner's Representative certificates of inspection, testing or approval made by persons competent to perform such tasks at the location where that part of the work is being manufactured or fabricated. All such tests shall be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organization as may be required by law or the contract documents.

If any such work which is required to be inspected, tested, or approved is covered up without written approval or consent of the Owner or Owner's Representative, it must, if requested by the Owner or Owner's Representative, be uncovered for observation and testing at the Contractor's expense. The cost of all such inspections, tests and approvals shall be borne by the Contractor unless otherwise provided herein. Any work which fails to meet the requirements of any such tests, inspections or approvals, and any work which meets the requirements of any such tests or approvals but does not meet the requirements of the contract documents shall be considered defective, and shall be corrected at the Contractor's expense.

Neither observations by the Owner or Owner's Representative, nor inspections, tests, or approvals made by Owner, Owner's Representative, or other persons authorized under the contract documents to make such inspections, tests, or approvals shall relieve the Contractor from its obligation to perform the work in accordance with the requirements of the contract documents.

22. DEFECTS AND THEIR REMEDIES

It is expressly agreed that if the work or any part thereof, or any material brought on the site of the work for use in the work or selected for the same, shall be deemed by the Owner or Owner's Representative as unsuitable or not in conformity with plans, specifications and/or contract documents, the Contractor shall, after receipt of written notice thereof from the Owner's Representative, forthwith remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with the contract documents. It is further agreed that any remedial action contemplated as hereinabove set forth shall be at Contractor's expense.

23. CHANGES AND ALTERATIONS

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

If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for a claim for damages, or anticipated profits on the work that may be dispensed with. If they increase the amount of work, and the increased work can fairly be classified under the specifications, such increase shall be paid according to the quantity actually done and at the unit price established for such work under this contract; otherwise such additional work shall be paid for as provided under Extra Work. In case the Owner shall make such changes or alterations as shall make useless any work already done or material already furnished or used in said work, then the

Owner shall recompense the Contractor for any material or labor so used, and for actual expenses incurred in preparation for the work as originally planned.

24. EXTRA WORK

The term "extra work" as used in this contract shall be understood to mean and include all work that may be required by the Owner or Owner's Representative to be done by the Contractor to accomplish any change, alteration or addition to the work as shown on the plans and specifications or contract documents and not covered by Contractor's bid, except as provided under Changes and Alterations herein.

It is agreed that the Contractor shall perform all extra work under the direction of the Owner's Representative when presented with a written work order signed by the Owner's Representative; subject, however, to the right of the Contractor to require written confirmation of such extra work order by the Owner. It is also agreed that the compensation to be paid to the Contractor for performing said extra work shall be determined by the following methods:

- Method (A) - By agreed unit prices; or
- Method (B) - By agreed lump sum; or
- Method (C) - If neither Method (A) or Method (B) be agreed upon before the extra work is commenced, then the Contractor shall be paid the lesser of the following: (1) actual field cost of the extra work, plus fifteen (15%) percent; or (2) the amount that would have been charged by a reasonable and prudent Contractor as a reasonable and necessary cost for performance of the extra work.

In the event said extra work be performed and paid for under Method (C)(1), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost of all workmen, such as foremen, timekeepers, mechanics and laborers, materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used on such extra work, plus actual transportation charges necessarily incurred, together with all expenses incurred directly on account of such extra work, including Social Security, Old Age Benefits, Maintenance Bonds, Public Liability and Property Damage and Workers' Compensation and all other insurances as may be required by law or ordinances or directed by the Owner or Owner's Representative, or by them agreed to. Owner's Representative may direct the form in which accounts of the actual field cost shall be kept and records of these accounts shall be made available to the Owner's Representative. The Owner's Representative may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment to be used; otherwise, these matters shall be determined by the Contractor. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using 100%, unless otherwise specified, of the latest Schedule of Equipment and Ownership Expenses adopted by the Associated General Contractors of America. Where practical, the terms and prices for the use of machinery and equipment shall be incorporated in the written extra work order. The fifteen percent (15%) of the actual field cost to be paid to Contractor shall cover and compensate Contractor for its profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the actual field cost as herein defined, save that where the Contractor's Camp or Field Office must be maintained primarily on account of such Extra Work, then the cost to maintain and operate the same shall be included in the "actual field cost."

No claim for extra work of any kind shall be allowed unless ordered in writing by Owner's Representative. In case any orders or instructions appear to the Contractor to involve extra work for which Contractor should receive compensation or an adjustment in the construction time, Contractor shall prior to commencement of such extra work, make written request to the Owner's Representative for a written order authorizing such extra work. Should a difference of opinion arise as to what does or does not constitute extra work or as to the payment therefore, and the Owner's Representative insists upon its performance, the Contractor shall proceed with the work after making written request for written order and shall keep adequate and accurate account of the actual field cost thereof, as provided under Method (C) (1). If Contractor does not notify Owner's Representative before the commencement of any extra work, any claim for payment due to alleged extra work shall be deemed waived.

25. DISCREPANCIES AND OMISSIONS

It is further agreed that it is the intent of the contract documents that all work described in the bid, the specifications, plans and other contract documents, is to be done for the prices quoted by the Contractor and that such price shall include all appurtenances necessary to complete the work in accordance with the intent of these contract documents as interpreted by Owner's Representative. **Notices of any discrepancies or omissions in these plans, specifications, or contract documents, shall be given to the Owners' Representative and a clarification obtained before the bids are received, and if no such notice is received by the Owner's Representative prior to the opening of bids, then it shall be deemed that the Contractor fully understands the work to be included and has provided sufficient sums in its bid to complete the work in accordance with these plans and specifications. If Contractor does not notify Owner's Representative before bidding of any discrepancies or omissions, then it shall be deemed for all purposes that the plans and specifications are sufficient and adequate for completion of the project. It is further agreed that any request for clarification must be submitted no later than Friday, June 21, 2024 at 1:00 P.M. CST.**

26. RIGHT OF OWNER TO MODIFY METHODS AND EQUIPMENT

If at any time the methods or equipment used by the Contractor are found to be inadequate to secure the quality of work with the rate of progress required under this contract, the Owner or Owner's Representative may order the Contractor in writing to increase their safety or improve their character and efficiency and the Contractor shall comply with such order. If, at any time, the working force of the Contractor is inadequate for securing the progress herein specified, the Contractor shall, if so ordered in writing, increase its force or equipment, or both, to such an extent as to give reasonable assurance of compliance with the schedule of progress.

27. PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC AND GENERAL INDEMNITY

The Contractor shall take out and procure a policy or policies of Workers' Compensation Insurance with an insurance company licensed to transact business in the State of Texas, which policy shall comply with the Workers' Compensation laws of the State of Texas. The Contractor shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws and building and construction codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of Associated General Contractors of America, except where incompatible with federal, state or municipal laws or regulations. The Contractor, its sureties and insurance carriers shall defend, indemnify and hold harmless the Owner and all of its Offices, agents and employees against any all losses, costs, damages, expenses, liabilities, claims and/or causes of action, whether known or unknown, fixed, actual, accrued or contingent, liquidated or unliquidated, including, but not limited to, attorneys' fees and expenses, in connection with, incident to, related to, or arising out of, the Contractor's or any subcontractor's, agent's or employee's, in any manner whatsoever, omission, execution and/or supervision of this contract, and the project which is the subject matter of this contract.

The safety precautions taken shall be the sole responsibility of the Contractor, in its sole discretion as an Independent Contractor; inclusion of this paragraph in the Agreement, as well as any notice which may be given by the Owner or the Owner's Representative concerning omissions under this paragraph as the work progresses, are intended as reminders to the Contractor of its duty and shall not be construed as any assumption of duty to supervise safety precautions by either the Contractor or any of its subcontractors.

28. CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this contract until he has obtained all insurance as required in **Section 7 of the bid document**. Proof of coverage shall be furnished to the City and written notice of cancellation or any material change shall be provided ten (10) calendar days in advance of cancellation or change. All policies of insurance, required herein, including policies of insurance required to be provided by Contractor and its subcontractors, shall contain a waiver of any and all of the insurer's or payor's, in the event of self-insurance, rights to subrogation that any such insurer or payor, in the event of self-insurance, may acquire by virtue of payment of

any loss under such insurance or self-insurance. All certificates of insurance submitted to the City in conformity with the provisions hereof shall establish such waiver.

The Contractor shall procure and carry at its sole cost and expense through the life of this contract, insurance protection as hereinafter specified. Coverage in excess of that specified herein also shall be acceptable. Such insurance shall be carried with an insurance company authorized to transact business in the State of Texas and shall cover all operations in connection with this contract, whether performed by the Contractor or a subcontractor, or separate policies shall be provided covering the operation of each subcontractor. A certificate of insurance specifying each and all coverages shall be submitted prior to contract execution.

- 28.1 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who shall provide services on the project shall be covered by worker's compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 28.2 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.
- 28.3 Contractor shall:
- (a) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;
  - (b) provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;
  - (c) provide the governmental entity, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project;
  - (d) obtain from each person providing services on a project, and provide to the governmental entity:
    - (i) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
    - (ii) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - (e) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
  - (f) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;
  - (g) post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Texas Worker's Compensation Act or other commission rules. This notice must be printed with a title in at least 30 point bold type and text in at least 19 point normal type, and shall be in both English and Spanish and any other

language common to the worker population. The text for the notices shall be the following text provided by the commission on the sample notice, without any additional words or changes:

### ***REQUIRED WORKERS' COMPENSATION COVERAGE***

***"The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee." "Call the Texas Workers' Compensation Commission at 800-372-7713 or 512-804-4000 ([www.tdi.state.tx.us](http://www.tdi.state.tx.us)) to receive information of the legal requirements for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage;"***

- (h) contractually require each person with whom it contracts to provide services on a project, to:
  - (i) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;
  - (ii) provide a certificate of coverage to the Contractor prior to that person beginning work on the project;
  - (iii) include in all contracts to provide services on the project the following language:

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

### 29. PROTECTION AGAINST CLAIMS OF SUBCONTRACTORS, LABORERS, MATERIALMEN, AND FURNISHERS OF MACHINERY, EQUIPMENT AND SUPPLIES

Without limiting, in any way, manner or form, the indemnity provided by Contractor in paragraph 27 hereof, the Contractor agrees that it will indemnify and save the Owner and all of its Offices, agents and employees, harmless against any and all claims, liabilities, losses, damages, expenses and causes of action arising out of, in any way, manner or form, the demands of subcontractors, laborers, workmen, mechanics, material men and furnishers of machinery and parts thereof, equipment, power tools, and supplies, incurred in the performance of this contract and the project which is the subject matter of this contract. When Owner so desires, the Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

### 30. PROTECTION AGAINST ROYALTIES OR PATENT INVENTION

The Contractor shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters patent or copyright by suitable legal agreement with the Patentee or owner thereof. Without limiting, in any way, manner or form, the indemnity provided by Contractor in paragraph 27 hereof, the Contractor shall defend all suits or claims for infringement of any patent or copyrights and shall indemnify and save the Owner, and all of its Offices, agents and employees harmless from any loss on account thereof, except that Owner shall defend all such suits and claims and shall be responsible for all such loss when a particular design, device, material or process or the product of a particular manufacturer or manufacturers is specified or required in these contract documents by Owner; provided, however, if choice of alternate design, device, material or process is allowed to the Contractor, then Contractor shall indemnify and save Owner, and all of its Offices, agents and employees harmless from any loss on account thereof. Notwithstanding anything herein to the contrary, if the material or process specified or required by Owner and/or this contract is an infringement, the Contractor shall be

responsible for such loss unless it gives written notice of such infringement to the Owner's Representative prior to bidding.

31. LAWS AND ORDINANCES

The Contractor shall at all times observe and comply with all federal, state and local laws, ordinances and regulations, which in any manner affect the contract or the work, and without limiting, in any way, manner or form, the indemnity provided by Contractor in paragraph 27 hereof, Contractor shall indemnify and save harmless the Owner, and all of its Offices, agents, and employees against any claims arising from the violation of any such laws, ordinances, and regulations, whether by the Contractor, its employees, or subcontractors. If the Contractor observes that the plans and specifications are at variance therewith, he shall notify the Owner's Representative in writing prior to bidding and any necessary changes shall be adjusted as provided in the contract for changes in the work. In the absence of timely written notification to Owner's Representative of such variance or variances within said time, any objection and/or assertion that the plans and specifications are at variance with any federal, state or local laws, ordinances or regulations shall be deemed waived. If the Contractor, its employees or subcontractors perform any work contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner's Representative, Contractor shall bear all costs arising therefrom.

The Owner is a municipal corporation of the State of Texas and the law from which it derives its powers, insofar as the same regulates the objects for which, or the manner in which, or the conditions under which the Owner may enter into contracts, shall be controlling, and shall be considered as part of this contract to the same effect as though embodied herein.

32. SUBCONTRACTING

The Contractor agrees that it will retain personal control and will give its personal attention to the fulfillment of this contract. The Contractor further agrees that subletting of any portion or feature of the work, or materials required in the performance of this contract, shall not relieve the Contractor from its full obligations to the Owner, as provided by the contract documents.

33. TIME FOR SUBSTANTIAL COMPLETION AND LIQUIDATED DAMAGES

It is hereby understood and mutually agreed by and between the Contractor and the Owner, that the date of beginning and time for completion as specified in the contract documents, of work to be done hereunder are essential conditions of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced as provided in the contract documents.

If the Contractor should neglect, fail, or refuse to substantially complete the work within the time herein specified, then the Contractor does hereby agree as part of the consideration for the awarding of this contract, the Owner may withhold permanently from Contractor's total compensation, the sum of **\$500 per day for 1st 10 working days and \$1000 per day for anything after the 1st 10 working days**, not as a penalty, but as liquidated damages for the breach of the contract as herein set forth for each and every working day that the Contractor shall be in default after the time stipulated for substantially completing the work.

It is expressly understood and agreed, by and between Contractor and the Owner, that the time for the substantial completion of the work described herein is reasonable time for the completion of the same, taking into consideration the average climatic range and conditions and usual industrial conditions prevailing in this locality. The amount is fixed and agreed upon by and between the Contractor and the Owner because the actual damages the Owner would sustain in such event would be difficult and/or impossible to estimate, however, the amount agreed upon herein is a reasonable forecast of the amount necessary to render just compensation to Owner, and is expressly agreed to be not disproportionate to actual damages as measured at time of breach.

IT IS FURTHER AGREED AND UNDERSTOOD BETWEEN THE CONTRACTOR AND OWNER THAT TIME IS OF THE ESSENCE OF THIS CONTRACT.

34. TIME AND ORDER OF COMPLETION

It is the meaning and intent of this contract, unless otherwise herein specifically provided, that the Contractor shall be allowed to prosecute its work at such time and sessions, in such order of precedence, and in such manner as shall be most conducive to economy of construction; provided, however, that the order and time of prosecution shall be such that the work shall be substantially completed as a whole and in part, in accordance with this contract, the plans and specifications, and within the time of completion designated in the bid; provided, also, that when the Owner is having other work done, either by contract or by its own force, the Owner's Representative may direct the time and manner of constructing work done under this contract so that conflicts will be avoided and the construction of the various works being done for the Owner shall be harmonized.

The Contractor shall submit, at such times as may reasonably be requested by the Owner's Representative, schedules which shall show the order in which the Contractor intends to carry on the work, with dates at which the Contractor will start the several parts of the work and estimated dates of completion of the several parts.

35. TIME OF PERFORMANCE

The Contractor agrees that it has submitted its bid in full recognition of the time required for the completion of this project, taking into consideration the average climatic range and industrial conditions prevailing in this locality, and has considered the liquidated damage provisions of paragraph 33 hereinabove set forth and expressly agrees that it shall not be entitled to, nor will it request, an extension of time on this contract, except when its work has been delayed by an act or neglect of the Owner, Owner's Representative, employees of the Owner or other contractors employed by the Owner, or by changes ordered in the work, or by strike, walkouts, acts of God or the public enemy, fire or flood. Any request for extension shall be in writing with the written request for same setting forth all justifications, in detail, for the request, and submitted to Owner's Representative within twenty (20) calendar days of the occurrence of the event causing said delay. A failure by Owner's Representative to affirmatively grant the extension no later than twenty (20) calendar days of written submission by Contractor shall be deemed a denial, and final. Further, in the absence of timely written notification of such delay and request for extension, as provided herein, any request for extension by Contractor shall be deemed waived.

36. HINDRANCE AND DELAYS

In executing the contract, the Contractor agrees that in undertaking to complete the work within the time herein fixed, Contractor has taken into consideration and made allowances for all hindrances and delays incident to such work, whether growing out of delays due to unusual and unanticipated circumstances, difficulties or delays in securing material or workmen, or any other cause or occurrence. No charge shall be made by the Contractor for hindrance or delays from any cause during the progress of any part of the work embraced in this contract except where the work is stopped by order of the Owner or Owner's Representative for the Owner's convenience, in which event, such expense as in the sole judgment of the Owner's Representative that is caused by such stoppage shall be paid by Owner to Contractor.

37. QUANTITIES AND MEASUREMENTS

No extra or customary measurements of any kind will be allowed, but the actual measured or computed length, area, solid contents, number and weight only shall be considered, unless otherwise specifically provided. In the event this contract is let on a unit price basis, then Owner and Contractor agree that this contract, including the specifications, plans and other contract documents are intended to show clearly all work to be done and material to be furnished hereunder. Where the estimated quantities are shown, and only when same are expressly stated to be estimates, for the various classes of work to be done and material to be furnished under this contract, they are approximate and are to be used only as a basis for estimating the probable cost of the work and for comparing their bids offered for the work. In the event the amount of work to be done and materials to be furnished are expressly stated to be estimated, and only when same are expressly stated to be estimated, it is understood and agreed that the actual amount of work to be done and the materials to be furnished under this contract may differ somewhat from

these estimates, and that where the basis for payment under this contract is the unit price method, payment shall be for the actual amount of work done and materials furnished on the project.

38. PROTECTION OF ADJOINING PROPERTY

The Contractor shall take proper means to protect the adjacent or adjoining property or properties in any way encountered, which may be injured or seriously affected by any process of construction to be undertaken under this agreement, from any damage or injury by reason of said process of construction; and Contractor shall be liable for any and all claims for such damage on account of his failure to fully protect all adjacent property. Without limiting, in any way, manner and form, the indemnity provided by Contractor in paragraph 27 hereof, the Contractor agrees to indemnify, save and hold harmless the Owner, and any of its Offices, agents and employees, against any and all claims or damages due to any injury to any adjacent or adjoining property, related to, arising from or growing out of the performance of this contract.

39. PRICE FOR WORK

In consideration of the furnishing of all necessary labor, equipment and material and the completion of all work by the Contractor, and on the delivery of all materials embraced in this contract in full conformity with the specifications and stipulations herein contained, the Owner agrees to pay the Contractor the price set forth in the bid proposal attached hereto, which has been made a part of this contract, and the Contractor hereby agrees to receive such price in full for furnishing all materials and all labor required for the aforesaid work, also, for all expenses incurred by Contractor and for well and truly performing the same and the whole thereof in the manner and according to this agreement, the attached specifications, plans, contract documents and requirements of Owner's Representative.

40. PAYMENTS

No payments made or certificates given shall be considered as conclusive evidence of the performance of the contract, either wholly or in part, nor shall any certificate or payment be considered as acceptance of defective work. Contractor shall at any time requested during the progress of the work furnish the Owner or Owner's Representative with a verifying certificate showing the Contractor's total outstanding indebtedness in connection with the work. Before final payment is made, Contractor shall satisfy Owner, by affidavit or otherwise, that there are no outstanding liens against Owner's premises by reason of any work under the contract. Acceptance by Contractor of final payment of the contract price shall constitute a waiver of all claims against Owner, Owner's agents and employees, which have not theretofore been timely filed as provided in this contract.

41. PARTIAL PAYMENTS

On or before the tenth day of each month, the Contractor shall submit to Owner's Representative an application for partial payment or, if the Contractor does not submit such application, the Owner's Representative shall determine the amount to be partially paid. Owner's Representative shall review said application for partial payment if submitted, and the progress of the work made by the Contractor and if found to be in order, shall prepare a certificate for partial payment showing as completely as practical the total value of the work done by the Contractor up to and including the last day of the preceding month. The determination of the partial payment by the Owner's Representative shall be in accordance with Paragraph 14 hereof.

The Owner shall then pay the Contractor on or before the fifteenth day of the current month the total amount of the Owner's Representative's Certificate of Partial Payment, less 5% of the amount thereof, which 5% shall be retained until final payment, and further, less all previous payments and all further sums that may be retained by Owner under the terms of the contract documents.

Any partial payment made hereunder shall not constitute a waiver by the Owner of any and all other rights to enforce the express terms of the contract documents, and all remedies provided therein, as to any and all work performed,

to be performed and/or materials delivered hereunder, including, but limited to, work to which said partial payment is attributable.

42. SUBSTANTIAL COMPLETION

Contractor shall give Owner's Representative written notice of substantial completion. Within thirty-one (31) working days after the Contractor has given the Owner's Representative written notice that the work has been substantially completed, the Owner's Representative and/or the Owner shall inspect the work and within said time, if the work be found to be substantially completed in accordance with the contract documents, the Owner's Representative shall issue to the Owner and Contractor a certificate of substantial completion. Notwithstanding the issuance of a certificate of substantial completion, Contractor shall proceed with diligence to finally complete the work within the time provided in this contract.

43. FINAL COMPLETION AND PAYMENT

The Contractor shall give written notice to Owner's Representative of final completion. Upon written notice of final completion, the Owner's Representative shall proceed to make final measurement to determine whether final completion has occurred. If the Owner's Representative determines final completion has occurred, Owner's Representative shall so certify to the Owner. Upon certification by Owner's Representative of final completion, Owner shall pay to the Contractor on or before the 31st working day after the date of certification of final completion, the balance due Contractor under the terms of this agreement. Neither the certification of final completion nor the final payment, nor any provisions in the contract documents shall relieve the Contractor of the obligation for fulfillment of any warranty which may be required in the contract documents and/or any warranty or warranties implied by law or otherwise.

44. CORRECTION OF WORK

Contractor shall promptly remove from Owner's premises all materials condemned by the Owner's Representative on account of failure to conform to the contract documents, whether actually incorporated in the work or not, and Contractor shall at its own expense promptly replace such condemned materials with other materials conforming to the requirements of the contract documents. Contractor shall also bear the expense of restoring all work of other contractors damaged by any such removal or replacement. If Contractor does not remove and replace any such condemned work within a reasonable time after a written notice by the Owner or the Owner's Representative, Owner may remove and replace it at Contractor's expense.

Neither the final payment, nor certification of final completion or substantial completion, nor any provision in the contract documents shall relieve the Contractor of responsibility for faulty materials or workmanship, and Contractor shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of certification of final completion by Owner's Representative.

45. PAYMENT WITHHELD

The Owner or Owner's Representative may, on account of subsequently discovered evidence, withhold or nullify the whole or part of any certification to such extent as may be necessary to protect itself from loss on account of:

- (a) Defective work not remedied and/or work not performed.
- (b) Claims filed or reasonable evidence indicating possible filing of claims.
- (c) Damage to another contractor.

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

46. CLAIM OR DISPUTE

It is further agreed by both parties hereto that all questions of dispute or adjustment presented by the Contractor shall be in writing and filed with the Owner's Representative within fifteen (15) calendar days after the Owner's Representative has given any direction, order, or instruction to which the Contractor desires to take exception. Timely written notice of dispute as provided in this contract of any decision by Owner's Representative or Owner shall be a condition precedent to the bringing and/or assertion of any action or claim by Contractor of any right under this Contract. If the matters set forth in the notice of dispute are not granted or otherwise responded to by Owner's Representative within fifteen (15) calendar days of receipt of notice of dispute by Owner's Representative, said objections shall be deemed denied. Any decision by the Owner's Representative, or deemed denial by the Owner's Representative, shall be final and conclusive in the absence of fraud. It is further agreed that the acceptance by the Contractor of the final payment shall be a bar to any and all claims of the Contractor, and constitute a waiver of the right to assert any claim against Owner, Owner's agents and employees and Owner's Representative, by Contractor.

47. NON-COMPLIANCE AND/OR ABANDONMENT BY CONTRACTOR

In case the Contractor should (1) abandon and fail or refuse to resume work within fifteen (15) calendar days after written notification from the Owner or the Owner's Representative, or (2) if the Contractor fails to comply with the written orders of the Owner's Representative, when such orders are consistent with this contract, then the Surety on the bond shall be notified in writing and directed to complete the work and a copy of said notice shall be delivered to the Contractor. In the event a bond is not required by law, or otherwise obtained by the Contractor, no further notice of such non-compliance to Contractor shall be required.

After receiving said notice of abandonment or non-compliance, the Contractor shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under the contract for work, may be held for use on the work by the Owner or the Surety of the Contractor, or another contractor, in completion of the work; and the Contractor shall not receive any rental or credit therefore (except when used in connection with Extra Work, where credit shall be allowed as provided for under paragraph 24 of this contract); it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement.

In the event the Contractor, or Surety, whichever is applicable, should fail to commence compliance with the notice hereinbefore provided within ten (10) calendar days after service of such notice, and/or shall fail to proceed with diligence to complete the project as contemplated and in compliance with all terms and provisions of the contract documents, then the Owner may exercise any and all remedies available to it pursuant to law, contract, equity or otherwise, including, but not limited to, providing for completion of the work in either of the following elective manners:

- (a) The Owner may employ such force of men and use of machinery, equipment, tools, materials and supplies as said Owner may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to said Contractor, and the expense so charged shall be deducted and paid by the Owner out of such moneys as may be due, or that may thereafter at any time become due to the Contractor under and by virtue of this Agreement. In case such expense is less than the sum which would have been payable under this contract, if the same had been completed by the Contractor, then said Contractor shall receive the difference. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by said Contractor, then the Contractor and/or its Surety shall pay the amount of such excess to the Owner; or
- (b) The Owner, under sealed bids, after notice published as required by law, at least twice in a newspaper having a general circulation in the County of location of the work, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case of any increase in cost to the Owner under the new contract as compared to what would have been the cost under this contract, such increase shall be charged to the Contractor and the Surety shall be and remain

bound therefore. Should the cost to complete any such new contract prove to be less than that which would have been the cost to complete the work under this contract, the Contractor or his Surety shall be credited therewith.

In the event the Owner's Representative elects to complete the work, as described above, when the work shall have been finally completed, the Contractor and his Surety shall be so notified and certification of completion as provided in paragraph 44 hereinabove set forth, shall be issued. A complete itemized statement of the contract accounts, certified to by Owner's Representative as being correct shall then be prepared and delivered to Contractor and his Surety, if applicable, whereon the Contractor or his Surety, or the Owner as the case may be, shall pay the balance due as reflected by said statement within 30 days after the date of certification of completion.

In the event the statement of accounts shows that the cost to complete the work is less than that which would have been the cost to the Owner had the work been completed by the Contractor under the terms of this contract, or when the Contractor and/or his Surety, if applicable, shall pay the balance shown to be due by them to the Owner, then all machinery, equipment, tools, materials or supplies left on the site of the work shall be turned over to the Contractor and/or his Surety, if applicable. Should the cost to complete the work exceed the contract price, and the Contractor and/or his Surety, if applicable, fail to pay the amount due the Owner within the time designated hereinabove, and there remains any machinery, equipment, tools, materials or supplies on the site of the work, notice thereof, together with an itemized list of such equipment and materials shall be mailed to the Contractor and his Surety, if applicable, at the respective addresses designated in this contract; provided, however, that actual written notice given in any manner will satisfy this condition. After mailing, or other giving of such notice, such property shall be held at the risk of the Contractor and his Surety, if applicable, subject only to the duty of the Owner to exercise ordinary care to protect such property. After fifteen (15) calendar days from the date of said notice the Owner may sell such machinery, equipment, tools, materials or supplies and apply the net sum derived from such sale to the credit of the Contractor and his Surety, if applicable. Such sale may be made at either public or private sale, with or without notice, as the Owner may elect. The Owner shall release any machinery, equipment, tools, materials, or supplies that remain on the jobsite and belong to persons other than the Contractor or his Surety, if applicable, to their proper owners.

The remedies provided to Owner by law, equity, contract, or otherwise, shall be cumulative, to the extent permitted by law. It is expressly agreed and understood that the exercise by Owner of the remedies provided in this paragraph shall not constitute an election of remedies on the part of Owner, and Owner, irrespective of its exercise of remedies hereunder, shall be entitled to exercise concurrently or otherwise, any and all other remedies available to it, by law, equity, contract or otherwise, including but not limited to, liquidated damages, as provided in paragraph 33, hereinabove set forth.

48. LIMITATION ON CONTRACTOR'S REMEDY

The remedies of Contractor hereunder shall be limited to, and Owner shall be liable only for, work actually performed by Contractor and/or its subcontractors as set forth in the contract documents, and Owner shall not be liable for any consequential, punitive or indirect loss or damage that Contractor may suffer in connection with the project which is the subject matter of this contract.

49. BONDS

The Contractor is required to furnish a performance bond in accordance with Chapter 2253, Government Code, in the amount of 100% of the total contract price in the event that said contract price exceeds \$100,000 and the Contractor is required to furnish a payment bond in accordance with Chapter 2253, Government Code, in the amount of 100% of the total contract price in the event that said contract price exceeds \$50,000. All bonds shall be submitted on forms supplied by the Owner, and executed by an approved Surety Company authorized to do business in the State of Texas. It is further agreed that this contract shall not be in effect until such bonds are so furnished.

50. SPECIAL CONDITIONS

In the event special conditions are contained herein as part of the contract documents and said special conditions conflict with any of the general conditions contained in this contract, then in such event the special conditions shall control.

51. LOSS OR EXPENSE DUE TO UNUSUAL OR UNANTICIPATED CIRCUMSTANCES

Unless otherwise specified herein, all loss, expense or damage to the Contractor arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstance or from unusual obstructions or difficulties, naturally occurring, manmade or otherwise, which may be encountered in the prosecution of the work, shall be sustained and borne by the Contractor at his own cost and expense.

52. INDEPENDENT CONTRACTOR

Contractor is, and shall remain, an independent contractor with full, complete, and exclusive power and authority to direct, supervise, and control its own employees and to determine the method of the performance of the work covered hereby. The fact that the Owner or Owner's Representative shall have the right to observe Contractor's work during Contractor's performance and to carry out the other prerogatives which are expressly reserved to and vested in the Owner or Owner's Representative hereunder, is not intended to and shall not at any time change or effect the status of the Contractor as an independent contractor with respect to either the Owner or Owner's Representative or to the Contractor's own employees or to any other person, firm, or corporation.

53. CLEANING UP

The Contractor shall at all times keep the premises free from accumulation of debris caused by the work, and at the completion of the work Contractor shall remove all such debris and also its tools, scaffolding, and surplus materials and shall leave the work room clean or its equivalent. The work shall be left in good order and condition. In case of dispute Owner may remove the debris and charge the cost to the Contractor.

54. HAZARDOUS SUBSTANCES AND ASBESTOS

Hazardous Substances (herein so called), as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C.S. §9601(14)) and the regulations promulgated thereunder, as same may be amended from time to time, hydrocarbons or other petroleum products or byproducts and/or asbestos, in any form, shall not (i) be utilized, in any way, manner or form, in the construction of, or incorporation into, the Project; or (ii) be brought upon, placed, or located, by any party, on the Project site, or any other property of the City, without the written consent of the Owner's Representative. If Contractor believes that the utilization of a Hazardous Substance, hydrocarbons or other petroleum products or byproducts and/or asbestos is necessary in the construction of the Project, or that it is necessary to place and/or otherwise locate upon the site of the Project or other property of the City, a Hazardous Substance, hydrocarbons or other petroleum products or byproducts and/or asbestos, Contractor shall notify the Owner's Representative, and request consent therefrom, at least twenty (20) days prior to such action. Owner's Representative may grant or deny the request of Contractor and provide whatever requirements such consent, if granted, is conditioned upon, in its sole and absolute discretion. If the request of Contractor is not granted, or otherwise not responded to, by Owner's Representative within five (5) days of the receipt of said request, said request shall be deemed to be denied.

In the event Owner's Representative shall consent to the request of Contractor, Contractor shall be responsible for ensuring that all personnel involved in the Project are (i) trained for the level of expertise required for proper performance of the actions contemplated by this Contract and, in particular, in all aspects of handling, storage, disposal and exposure of Hazardous Substances, hydrocarbons or other petroleum products or byproducts and/or asbestos; and (ii) are provided and utilize all protective equipment, including without limitation, personal protective gear, necessary to provide protection from exposure to Hazardous Substances, hydrocarbons or other petroleum products or byproducts and/or asbestos.

55. NONAPPROPRIATION

All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Texarkana for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.

56. THE CITY RIGHT TO AUDIT

At any time during the term of this Contract and for a period of four (4) years thereafter the City or a duly authorized audit representative of the City, or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided under this Contract. In the event such an audit by the City reveals any errors/overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

**10** **SPECIAL CONDITIONS**

1. **TECHNICAL SPECIFICATIONS:** Technical Specifications may be located in the latest edition of the Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets and Bridges. These specifications may be found on the Texas Department of Transportation's website. The link to this website is listed below.

<https://ftp.txdot.gov/pub/txdot-info/des/spec-book-1114.pdf>

2. **MATERIALS TESTING:** All materials testing called for in the plans and specifications or as required by the ENGINEER shall be performed by an independent accredited testing laboratory and shall be paid for as follows:

- a. **Design Requirement Testing:** All materials provided by the CONTRACTOR for use in the project shall be tested in order to show compliance with the design requirements in the plans and specifications. This testing shall be scheduled and paid for by the CONTRACTOR prior to the use of the material at the construction site (except for concrete which by necessity is sampled at placement and tested afterward). The City shall be supplied with two copies of the test results. The ENGINEER reserves the right to request additional materials testing should he determine that in his opinion the quality of the materials(s) being used has become suspect. Should such additional design requirement testing be required, it would also be at the expense of the CONTRACTOR. Design testing for HMAC does include the daily extractions and gradations required for proof of specification compliance. The molded specimen for density purposes is considered quality control testing.
- b. **Quality Control Testing:** The in place testing of materials utilized, whether they have been provided by the CONTRACTOR or existed at the construction site for the purpose of determining compliance with the plans and specifications will be termed quality control testing. Quality control testing will be performed as requested by the ENGINEER at location and frequency he determines is necessary to attain sufficient quality control. This testing will be paid for by the City and the CONTRACTOR will be supplied one copy of the results. Should the CONTRACTOR desire additional tests for his information, they will be at his own expense.

3. **PROJECT SIGN:** One sign the size and design noted in the plans shall be constructed and erected as directed by the ENGINEER.

4. **STORMWATER REGULATIONS:** CONTRACTOR shall comply will all Federal, State, and Local Stormwater regulations. CONTRACTOR shall acquire all permits prior to beginning work. CONTRACTOR will assume full responsibility to ensure plans and specifications are carried out accordingly and will be responsible of any penalties levied against the OWNER due to the negligence of the CONTRACTOR. CONTRACTOR may submit their own plans that meet all regulations to OWNER for approval in case CONTRACTOR wants to implement another plan that goes above and beyond plan provided by OWNER. CONTRACTOR shall be responsible to keep plans up to date and make any necessary revisions. OWNER shall approve any additional measures that will be added to plan.

**11 GENERAL NOTES**

## GENERAL NOTES

### **ITEM 100: Preparing Right of Way**

Contractor shall not burn trash, debris, etc. without prior approval from Texarkana, TX Fire Department.

All existing improvements (force main, water main, storm drain pipe, etc.) inside limits of construction to be removed shall be subsidiary to this item, unless otherwise provided for in the bid items.

### **ITEM 110 & 132: Excavation and Embankment**

Compact subgrade in earth cut sections, in accordance with Article 132.3. D.2 (Density Control)

### **ITEM 110: Excavation**

As cut slopes are constructed, round off the tops of back slopes to blend into the natural ground.

Excavation of existing stabilized materials and asphalt paving will be measured and paid for as road excavation. The limits of removal shall be to neat lines and shall be subsidiary to this item. Any excess removal or breakage shall be the responsibility of the contractor to repair in a method approved by the engineer.

Remove abandoned underground utility lines encountered. This work will be subsidiary to the pertinent bid items.

Flare ditches to prevent erosion of the toe of slope in areas of transition from cut to fill.

Excavated materials not meeting the requirements for Type C embankment will be considered waste. Dispose of as directed.

All remaining, suitable excavation will be disposed of on the adjoining property owner's site to the north, per the direction of the engineer.

### **ITEM 132: Embankment**

Test borrow sources and furnish results to the Engineer.

Where fill height is 5 feet or more above natural ground, the specified density will not be required on the first 2 feet of embankment, unless otherwise directed.

Remove deleterious material, organic matter and sediment, etc., from all ponds, lakes, sloughs, channels and existing roadway ditches prior to placement of embankment. This work will be subsidiary to this item.

### **ITEM 275 – Cement Treatment (Road-Mixed):**

Furnish material with an organic content less than 1.0%. The Engineer will test using UV-VIS equipment and procedure determined by TxDOT. Allow two weeks for testing.

Apply all cement in an essentially dust free manner as approved. *(Use this note when cement treated base or subgrade is specified unless told otherwise. Subgrade treatment should be performed when widening  $\geq$  4 feet.)*

Rates of application of cement for subgrade shown in the plans are for estimating purposes only. Actual rate of application will be determined during construction for each land by the Engineer. The estimated rate of application is 40 lbs/sy. The application rates will be determined by the Engineer. *(Use whenever cement treated subgrade is specified)*

Bituminous patches encountered during treating operations shall be pulverized and blended with the surrounding existing flexible base to the extent that when mixing is complete, and prior to the addition of cement, the total makeup of the blended base will consist of 50% or less reclaimed asphalt pavement. The Engineer may waive density control testing in favor of ordinary compaction at these locations. This work will not be paid for separately but will be considered subsidiary to this bid item. *(Use on rehab projects where we will be treating the existing base)*

Bituminous patches determined by the Engineer to be too large to process will be removed and disposed of by the Contractor. Removal and disposal will not be paid for separately but will be considered subsidiary to the bid item. Replace with material approved by the Engineer. Replacement of material will be considered "extra work" in accordance with Article 9.7. *(Use on rehab projects where we will be treating the existing base)*

Drill or dig one or more holes for thickness measurement, refill, and re-compact material at the location and frequency as directed. This work is considered subsidiary to this item.

Beginning with the final lift of embankment, measure the cross slope during pavement structure operations, at the completion of each land, and prior to covering with another course or lift to ensure that the cross slope is uniform and in compliance with the cross slope shown in the plans. Measure the cross slope at a minimum frequency of one measurement every 100 feet. The number of measurements may be reduced by demonstrating consistently acceptable results, with the approval of the Engineer. Furnish a digital measuring device approved by the Engineer for the measurement of cross slope. Make this measuring device available at the jobsite for the Engineer's use. Report the cross slope to the nearest 0.1%. Record all measurements on an approved form signed and dated certifying correct and submit to the Engineer the next working day for documentation. The Engineer will determine the number of verification measurements.

Moist cure the layer by sprinkling in accordance with ITEM 204, "Sprinkling" until primed or the next successive course is placed. The Engineer will measure the moisture content in the upper two inches of the layer using Tex-115E Part I, Nuclear Gauge Method. When the moisture content at any location within a land is more than 2 percent points below optimum the Contractor will prime or cover with the next successive course within three days unless approved otherwise.

#### **ITEM 354 – Planing and Texturing Pavement:**

The City shall retain ownership of material removed under this Item unless otherwise shown in the plans.

Stockpile planed ACP at the following location: *(Contact the AE, Maintenance supervisor and district maintenance in one email and determine if material is wanted and if so where to stockpile.)*

The Contractor may retain up to 265 tons of RAP for recycle into the ACP item(s) for this project. Measurement will be determined by the Engineer. *(To calculate total tonnage multiply calculated tons by a 0.2 fluff factor.)*

Beginning with the final lift of embankment, measure the cross slope during pavement structure operations, at the completion of each land, and prior to covering with another course or lift to ensure that the cross slope is uniform and in compliance with the cross slope shown in the plans. Measure the cross slope at a minimum frequency of one measurement every 100 feet. The number of measurements may be reduced by demonstrating consistently acceptable results, with the approval of the Engineer. Furnish a digital measuring device approved by the Engineer for the measurement of cross slope. Make this measuring device available at the jobsite for the Engineer's use. Report the cross slope to the nearest 0.1%. Record all measurements on an approved form signed and dated

certifying correct and submit to the Engineer the next working day for documentation. The Engineer will determine the number of verification measurements.

**ITEM 3076 – Dense-Graded Hot-Mix Asphalt:**

Design and produce the job mix formula so that the total percent passing the No. 8 sieve is from 36 to 44 percent. *(Do not use with TY F – There is no longer a TY A in the specification)*

Use aggregate that meets the SAC requirement of **Class Type C** *(Optional when SAC is specified in the bid item – also note that SAC is surface aggregate classification therefore if the mix is not for the surface then this note is unnecessary)*

Department owned RAP may be used. A listing of stockpile locations is available at the Engineer's office. *(Only when specified by the District Lab)*

Use the Texas Gyrotory Compactor (TGC) to design the mixture. *(Only use when specified by the Pavement Engineer)*

Limit the weight of RAP in the mix to no more than 10%. **(DE approval required)**

The plant is the designated aggregate sampling location, unless otherwise approved by the Engineer.

Add hydrated lime to the aggregate by the following method only: mix in an approved pug mill mixer with damp aggregate containing water at least 2% above saturated surface dry conditions.

Construct longitudinal joints in the surface course as shown in the plans. Construct longitudinal joints in all other courses by tapering the bituminous mat as shown in the plans or providing a 6-inch minimum offset from lift to lift. Extend the tapered portion of the mat beyond the normal lane width. Construct the tapered portion of the mat using an approved strike-off device that will provide a uniform slope and will not restrict the main screed. Apply tack coat to the in-place taper before the adjacent mat is placed. Final density requirements for the entire pavement, including the taper area will not change. Compaction of the initial taper section will be required to be as near to final density as possible. Use a small static roller (approximately 200 lbs.) located immediately behind the paver for pre-compaction of the notched wedge joint. *(For use with multiple joint locations when mat thickness is greater than or equal to 1.5", include longitudinal joint detail in plans)*

The Engineer will determine the correction when the total thickness of the ACP at any location, is deficient by more than ¼". Correct by adjusting the profile grade or removing and replacing the pavement structure to the correct grade, lines and thickness as shown on the plans. Correction of defective work will be in accordance with Section 5.3.2, "Correction of Defective or Unauthorized Work". *(To be used on any project, including concrete pavement, with total ACP thickness greater than or equal to 4")*

Furnish clean 5-gallon plastic buckets with lids and wire handles for sampling, transporting, and shipping aggregate and base to the District Lab.

Do not use RAS in the final surface course.

Use field sand with a sand equivalent value of at least 35 when sampled and tested in accordance with TEX-203-F.

Provide mixture Type C using PG binder 64-22. *(Optional when type and PG is specified in the bid item.)*

Beginning with the final lift of embankment, measure the cross slope during pavement structure operations, at the completion of each land, and prior to covering with another course or lift to ensure that the cross slope is uniform and in compliance with the cross slope shown in the plans. Measure the cross slope at a minimum frequency of one measurement every 100 feet. The number of measurements may be reduced by demonstrating consistently acceptable results, with the approval of the Engineer. Furnish a digital measuring device approved by the Engineer for the measurement of cross slope. Make this measuring device available at the jobsite for the Engineer's use. Report the cross slope to the nearest 0.1%. Record all measurements on an approved form signed and dated certifying correct and submit to the Engineer the next working day for documentation. The Engineer will determine the number of verification measurements.

Construct longitudinal joints so that the hot side overlaps the cold side by 0.5 inch minimum at the joint.

For hot-mix items, in place of typical tack material shown in Table 18 under Item 3096, use a tracking resistant asphalt interlayer (TRAIL) material as a tack coat. Approved TRAIL products are found on TxDOT's Material Producer List under Asphalt Interlayer (Tracking Resistant) through <https://www.txdot.gov/business/resources/materials.html>.

There should be little to no evidence of tracking or pickup of the tack coat on the wheels of the equipment as determined by the Engineer. Use approved release agents or misters on equipment tires as necessary.

#### **ITEM 3080 – Stone-Matrix Asphalt:**

Beginning with the final lift of embankment, measure the cross slope during pavement structure operations, at the completion of each land, and prior to covering with another course or lift to ensure that the cross slope is uniform and in compliance with the cross slope shown in the plans. Measure the cross slope at a minimum frequency of one measurement every 100 feet. The number of measurements may be reduced by demonstrating consistently acceptable results, with the approval of the Engineer. Furnish a digital measuring device approved by the Engineer for the measurement of cross slope. Make this measuring device available at the jobsite for the Engineer's use. Report the cross slope to the nearest 0.1%. Record all measurements on an approved form signed and dated certifying correct and submit to the Engineer the next working day for documentation. The Engineer will determine the number of verification measurements.

Furnish clean 5-gallon plastic buckets with lids and wire handles for sampling, transporting, and shipping aggregate and base to the District Lab.

The Plant is the designated aggregate sampling location, unless otherwise approved by the Engineer.

Construct longitudinal joints in the surface course as shown in the plans. Construct longitudinal joints in all other courses by tapering the bituminous mat as shown in the plans or providing a 6 in. minimum offset from lift to lift. Extend the tapered portion of the mat beyond the normal lane width. Construct the tapered portion of the mat using an approved strike-off device that will provide a uniform slope and will not restrict the main screed. Apply tack coat to the in-place taper before the adjacent mat is placed. Final density requirements for the entire pavement, including the taper area will not change. Compaction of the initial taper section will be required to be as near to final density as possible. Use a small static roller (approximately 200 lbs) located immediately behind the paver for pre-compaction of the notched wedge joint. *(For use with multiple joint locations when mat thickness  $\geq 1.5$ ", include longitudinal joint detail in plans).*

The Engineer will determine the correction when the total thickness of the ACP at any location, is deficient by more than 1/4 in. Correct by adjusting the profile grade or removing and replacing the pavement structure to the correct grade, lines and thickness as shown on the plans. Correction of defective work will be in accordance with Section 5.3.2, "Correction of Defective or Unauthorized Work" (*To be used on any project, including concrete pavement, with total ACP thickness  $\geq$  4 inches*).

For hot-mix items, in place of typical tack material shown in Table 18 under Item 300, use a tracking resistant asphalt interlayer (TRAIL) material as a tack coat. Approved TRAIL products are found on TxDOT's Material Producer List under Asphalt Interlayer (Tracking Resistant) through <http://www.txdot.gov/business/resources/materials.html>.

There should be little to no evidence of tracking or pickup of the tack coat on the wheels of the equipment as determined by the Engineer. Use approved release agents or misters on equipment tires as necessary.

Construct longitudinal joints so that the hot side overlaps the cold side by 0.5 inch minimum at the joint.

The use of RAP and RAS is not permitted in any layers.

#### **ITEM 502: Barricades, Signs and Traffic Handling**

Maintenance of driveways and intersections will not be paid for directly but is subsidiary to the pertinent bid items.

Maintain access to abutting property at all times using approved materials and methods. Work required to maintain ingress and egress within the limits of this project will not be paid for directly, but is subsidiary to the pertinent bid items.

Restrict the movement of equipment across traffic lanes to an absolute minimum.

Use strobe lights or rotating beacons on all motorized equipment, operating on or adjacent to the road surface.

Place and maintain U.S. mailboxes within project limits in such a manner as to ensure continuous mail service.

#### **ITEM 506: Temporary Erosion, Sedimentation and Environmental Controls**

Sprinkle water for dust control. Meet the requirements of Item 204, "Sprinkling" except for measurement and payment. Sprinkling will be considered subsidiary to this Item.

The removal of accumulated silt necessary to maintain proper operation of erosion control devices shall be subsidiary to the pertinent bid items.

The removal of erosion control devices upon final stabilization shall be subsidiary to the pertinent bid items.

The Stormwater Pollution Prevention Plan (SW3P) has been performed. Contractor must complete contact and date information for project in the SW3P and submit all documentation required for a Large Construction Site (NOI, Site Notice, and City Stormwater Permit) to City for Approval. Contractor shall maintain and update SW3P throughout project. All costs associated shall be included in the erosion control bid items.

#### **ITEM 666: Reflectorized Pavement Markings**

Mark the lateral locations of pavement markings with pilot lines. Obtain approval of the location and alignment of the pilot lines before application of permanent markings.

Install pavement markings according to Standard Sheet PM (1)-03, the 2012 MUTCD, and as directed.

**ITEM 668 – Prefabricated Pavement Marking:**

Prefabricated Pavement Markings will be placed at locations as directed. *(Traffic projects)*

**ITEM 6149 – All-Weather Thermoplastic Pavement Markings:**

A mobile unit will be required to take reflectivity readings, readings will be taken on all lines in both directions. The mobile reflectivity readings will not be paid for separately but will be subsidiary to this bid item. Strict compliance with report output will be exercised in accordance to this general note. Information for each road must be together in the same file and submitted on a USB thumb drive. Submit a table of contents for each USB thumb drive. Each thumb drive will contain a customer interactive report that generates a color-coded map where the user can verify passing and failing sections of roadway. The color-coded map should match the color-coded graphs generated by the data in the computer. The graphs should have a color-coded portion or shaded area representing failing and passing. The map should be standard Google earth maps or equal. Reports need to be in numerical order by reference number, concurrent with direction, labeled and separated by color, and include the posting date. The format will require prior acceptance by the Engineer.

Use a mobile retro reflectometer that is prequalified at the Texas A&M Transportation Institute test facility. The prequalification is at the contractor's expense.

The required values of wet and dry readings will be strictly measured within this contract as per manufacturer's recommendations.

Adjustments to locations of no passing zones will be determined by the City.

Install a seal coat RPM cover or any other method approved on any line having Raised Pavement Markers. Remove and dispose of the covers after the stripe is complete.

Placement of markings in proper alignment will be strictly enforced. Irregular lines placed on both sides of the existing markings or pilot line will not be accepted.

**ITEM 6185–Truck Mounted Attenuator (TMA) and Trailer Attenuator (TA):**

The shadow vehicle with truck mounted attenuator (TMA) will not be optional but will be required as shown on the appropriate traffic control plan sheets.

A total of one (1) shadow vehicle with TMA will be required for work. The contractor will be responsible for determining if one or more of these operations will be ongoing at the same time to determine the total number of TMA's needed for the project.

A total of two (2) shadow vehicles with TMA will be required for Pavement Marking Operations

## 12 ATTACHMENTS

CITY OF TEXARKANA, TEXAS  
 DEPARTMENT OF PUBLIC WORKS  
 CONSTRUCTION PLANS FOR  
**KENNEDY LANE & WESTLAWN DRIVE**  
**ROADWAY IMPROVEMENTS**  
 BOWIE COUNTY

PROJECT NO. 23-1901-13

MAY 2024

INDEX OF SHEETS

C1.0	COVER SHEET
C2.0	GENERAL NOTES
C3.0	SUMMARY OF QUANTITIES
C4.0 - C4.1	PROJECT LAYOUT
C5.0 - C5.2	TYPICAL SECTIONS
C6.0 - C6.4	PAVING PLAN
C7.0 - C7.3	PAVEMENT MARKING PLAN
C8.0	EC(9)-16
C8.1	TCP(2-4)-18
C8.2	BC(1)-21
C8.3	BC(2)-21
C8.4	BC(4)-21
C8.5	BC(5)-21
C8.6	BC(7)-21
C8.7	PM(1)-22
C8.8	PM(2)-22
C8.9	PM(3)-22
C8.10	PM(4)-22A

TOTAL SHEETS = 28

THE CONTRACTOR SHALL MAKE HIS OWN INVESTIGATIONS AND ARRANGEMENTS FOR DELIVERY OF MATERIALS.

REQUIRED SIGNS SHALL BE IN ACCORDANCE WITH THE CURRENT BARRIAGE AND CONSTRUCTION OR BC SHEETS AND THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

NET LENGTH OF KENNEDY LANE = 5,307.77 FT. = 1.005 MI  
 NET LENGTH OF WESTLAWN DR = 3,330.52 FT. = 0.631 MI  
 NET LENGTH OF PROJECT = 8,638.29 FT. = 1.636 MI

MILL AND OVERLAY ASPHALT ROADWAY ALONG KENNEDY LANE FROM RICHMOND RD TO SUMMERHILL RD AND ALONG WESTLAWN DR FROM MADISON DR TO ARLINGTON ST



LOCATION MAP - KENNEDY LN AND WESTLAWN DR  
 NOT TO SCALE

ENGINEER

HALFF ASSOCIATES, INC.  
 401 Market Street  
 Shreveport, LA 71101

Contact: Brandon Allet, PE  
 Email: ballet@halff.com  
 Telephone: (318) 718-6130

TYPE OF CONSTRUCTION

Roadway Improvement, Mill and Overlay, Asphalt Reconstruction, Replacement of Base Course

DATUM

Horizontal: NAD83 1x State  
 Plane/North Central Zone/US Foot  
 Vertical: NAVD88

DESIGN SPEED

40 MPH

THE CONSTRUCTION WORK WAS PERFORMED IN SUBSTANTIAL COMPLIANCE WITH THE CONTRACT.

R. BRANDON ALLET P.E. 04/29/2024  
 DATE



OWNER/CLIENT:



PREPARED BY:



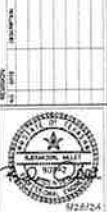
FIRM REGISTRATION NO. 312  
 401 MARKET STREET  
 SHREVEPORT, LA 71101  
 TEL: (318) 718-6132  
 www.halff.com



Know what's below.  
 Call before you dig.

NOTE: THE JURISDICTION OF THE TEXAS OUTSIDE HIGHWAYS DEPARTMENT IS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS AND BRIDGES, AS PROVIDED BY THE PROJECT SPECIFICATIONS. SHALL OVEERH THIS PROJECT.

THIS PROJECT WAS DESIGNED IN ACCORDANCE WITH CURRENT AGA REQUIREMENTS.



PROJECT NO. 24483B  
DRAWN BY: JAB  
CHECKED BY: MCF  
SCALE: AS SHOWN  
SHEET TITLE  
GENERAL NOTES  
SHEET NUMBER  
C2.0

GENERAL NOTES

1. THE LOCATION AND DEPTH OF ALL UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE AND THERE MAY BE OTHER UNKNOWN EXISTING UTILITIES NOT SHOWN ON THE PLANS. ALL EXISTING UTILITIES SHALL BE FIELD VERIFIED AND PROTECTED BY THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION. THE ENGINEER ASSUMES NO LIABILITY FOR DAMAGES TO EXISTING UTILITIES NOT SHOWN ON THE PLANS OR DAMAGES RESULTING FROM DISCREPANCIES BETWEEN THE LOCATION OF UTILITIES SHOWN ON THE PLANS AND THEIR ACTUAL LOCATION. THE CONTRACTOR SHALL CALL TEXAS ONE CALL (1-800-368-5858) TEXARKANA WATER UTILITIES (767) 335-7848 AND ALL OTHER AFFECTED UTILITIES 30 DAYS PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY.
2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH TEXAS DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS, AND BRIDGES (NORTHWEST 1, 2014 EDITION) AS AMENDED BY PROJECT SPECIFICATIONS AND PLAN DETAILS. A COPY OF THE CONSTRUCTION PLANS SHALL BE MADE AVAILABLE ON-SITE AT ALL TIMES BY THE CONTRACTOR.
3. CONTRACTOR SHALL CONTACT THE CITY OF TEXARKANA (CITY) REPRESENTATIVE PRIOR TO CONSTRUCTION TO COORDINATE WORK.
4. CONTRACTOR SHALL LOCATE ALL UTILITIES PRIOR TO THE START OF THE CONSTRUCTION. THE CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR REPAIRS TO EXISTING UTILITIES DAMAGED BY THE CONTRACTOR'S ACTIVITIES FOR NO ADDITIONAL COMPENSATION TO THE CONTRACTOR.
5. CONTRACTOR SHALL THOROUGHLY REVIEW THE PLANS AND SPECIFICATIONS, PREPARE DETAILED MATERIAL TAKEOFFS, MAKE SITE VISITS AS REQUIRED, AND ESTIMATE HIS LABOR AND MATERIAL QUANTITIES AND COSTS ACCORDINGLY BEFORE SUBMITTING HIS BID. ANY WORK, MATERIALS, SUPPLIES AND/OR APPURTENANCES REQUIRED BY THE PLANS AND SPECIFICATIONS THAT ARE NOT OTHERWISE IDENTIFIED AS A PART OF A MATERIAL TAKEOFF ITEM OR SHOWN IN THE BID SUBMITTAL FORM SHALL BE OBTAINED INCIDENTAL TO CONSTRUCTION AND SHALL BE PERFORMED SUPPLIED AND INSTALLED AT HIS OWN RISK.
6. CONTRACTOR SHALL VERIFY ALIGNMENT AND GRADE OF ALL PROPOSED IMPROVEMENTS PRIOR TO CONSTRUCTION. ANY DISCREPANCIES AND/OR CONFLICTS THAT ARE DISCOVERED SHALL BE REPORTED TO THE PROJECT ENGINEER FAR ENOUGH IN ADVANCE TO MAKE ANY NECESSARY ADJUSTMENTS TO THE DESIGN.
7. CONTRACTOR SHALL MAKE A VIDEO RECORDING OR DETAILED PHOTOGRAPHIC DOCUMENTATION OF THE PRE-CONSTRUCTION CONDITIONS OF THE ENTIRE PROJECT LIMITS PRIOR TO COMMENCEMENT OF CONSTRUCTION AND SHALL MAKE A COPY AVAILABLE TO THE CITY.
8. CONTRACTOR IS TO PREVENT ANY PROPERTY DAMAGE TO PROPERTY OWNERS' POLES, FENCES, SIGNAGE, MAILBOXES, ETC., UNLESS OTHERWISE AS A RESULT OF THE PLANS. SIGNAGE AND LANDSCAPE FEATURES ARE TO BE REMOVED WITHIN THE RIGHT-OF-WAY ONLY TO THE LIMITS NECESSARY FOR ROADWAY CONSTRUCTION. SIGNAGE AND LANDSCAPE FEATURES ARE TO BE REPLACED TO THE APPROXIMATE SIZE, TYPE, AND NUMBER AS PRE-CONSTRUCTION CONDITIONS.
9. IF IT IS CONTRACTOR'S RESPONSIBILITY TO PREPARE FOR SAFE ACCESS, PROGRESS AND EGRESS IN ALL WEATHER CONDITIONS TO PROPERTY OWNERS AND TO MAINTAIN TRAFFIC DURING THE CONSTRUCTION PERIOD, THE CONTRACTOR SHALL STRICTLY ADHERE TO CITY, STATE AND FEDERAL REQUIREMENTS FOR SAFETY DURING CONSTRUCTION AND SHALL REPAIR AND UPDATE THE TRAFFIC CONTROL & SIGNAGE AS NEARLY AS POSSIBLE OR AS NECESSARY AND AS APPROVED BY CITY AND PROJECT ENGINEER.
10. THE CONTRACTOR SHALL INSTALL THE CORNER IMPROVEMENT PROJECT SIGNS AS SPECIFIED IN SPECIAL CONDITIONS OF THE PROJECT MANUAL PRIOR TO CONSTRUCTION.
11. MATERIALS, SUPPLIES AND TRAFFIC CONTROL DURING CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL CONFORM TO THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD) AND ANY OTHER APPLICABLE REGULATION. TRAFFIC PLAN AND ACCESS SHALL BE MAINTAINED THROUGH ALL PHASES OF CONSTRUCTION. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR PUBLIC SAFETY IN THE CONSTRUCTION AREA DURING THE DURATION OF CONSTRUCTION ACTIVITIES.
12. CONTRACTOR SHALL REMOVE FROM SITE AND DISPOSE OF ALL EXCESS EXCAVATION MATERIAL, CONCRETE PAVING, STORM DRAIN PIPE, AND OTHER CONSTRUCTION DEBRIS IN ACCORDANCE WITH THE REQUIREMENTS OF THE PROJECT MANUAL AT HIS OWN RISK.
13. WHERE DEMOLITION OF CONCRETE AND/OR ASPHALT PAVEMENT, CONCRETE SIDEWALKS, CONCRETE CURBS, ETC. IS REQUIRED FOR CONSTRUCTION, CONTRACTOR SHALL MANAGE PRIOR TO DEMOLITION TO REMOVE A SET EDGE OR TIE TO NEW CONSTRUCTION OR CONTRACTOR SHALL REMOVE TO NEAREST JOINT, RESTORE DEMOLISHED AREAS TO PRE-CONSTRUCTION CONDITIONS AT HIS OWN RISK.
14. PROJECT CONSTRUCTION SHALL REMAIN WITHIN THE PUBLIC RIGHT-OF-WAY AND/OR EASEMENTS AND SERVITUDES ANY ENCROACHMENT OUTSIDE THESE LIMITS WILL BE THE CONTRACTOR'S LIABILITY.
15. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING SAFE CONDITIONS ON ADJACENT ROADWAYS AND ROAD SHOULDERS AND SHALL TAKE IMMEDIATE ACTION TO REMOVE DEBRIS, MUD, EXCESS CONSTRUCTION WATER, AND ANY OTHER UNSAFE ITEMS FROM THE AREA. FAILURE TO COMPLY MAY RESULT IN THE CITY CLEANING UP AND THE RESULTING COSTS BEING BILLED TO THE CONTRACTOR.
16. EXISTING TRAFFIC SIGNS TO REMAIN IN PLACE DURING CONSTRUCTION IF POSSIBLE. SIGNS REMOVED AND RELOCATED REPLACED TO BE IN EQUAL OR BETTER CONDITION AT HIS OWN RISK.
17. ALL FENCES, SIGN, UTILITY POLES AND PROPERTY CORNER MONUMENTS REMOVED FOR OR DAMAGED DURING CONSTRUCTION SHALL BE REPLACED OR REPAIRED TO AS GOOD A CONDITION OR WITH A BETTER MATERIAL AT HIS OWN RISK.
18. CONTRACTOR SHALL BE RESPONSIBLE FOR TAKING ALL PRECAUTIONS TO PROTECT EXISTING TREES AND SHRUBBERY OUTSIDE THE LIMITS OF CONSTRUCTION.
19. CONTRACTOR SHALL LOCATE, VERIFY WORKING CONDITIONS, AND PROTECT ALL EXISTING IRRIGATION SYSTEMS, LINES AND HEADS IF ANY, REMOVE, REPAIR AND REINSTALL IN GOOD CONDITION EQUAL TO OR BETTER THAN EXISTING CONDITION OR GRADE, IN FULL COMPLIANCE WITH THE SAME OR BETTER QUALITY MATERIAL AND APPURTENANCES.
20. CONSTRUCTION SIGNAGE SHALL BE AS NEAR AS POSSIBLE TO THE PROJECT SITE LINE.
21. ALL ELEVATIONS SHALL BE PERFORMED IN STRICT ACCORDANCE WITH CDMA REGULATIONS AND ANY OTHER APPLICABLE LOCAL, STATE AND FEDERAL CODES AND ORDINANCES.
22. DURING CONSTRUCTION, POSITIVE DRAINAGE SHALL BE MAINTAINED ON ALL DRAINAGE DITCHES AND CHANNELS.
23. ALL EXISTING SOIL MATERIALS AND ADEQUATE REQUIREMENTS INCLUDING BUT NOT LIMITED TO SUBGRADE PREPARATION, CONSTRUCTION, LIME TREATMENT, FILL, CONSTRUCTION, FORTIFICATION, PAVEMENT DESIGN, FLEXIBLE PAVEMENT DESIGN, JOINT TREATING AND PREPARATION SHALL CONFORM TO ALL CITY REQUIREMENTS FOR RESIDENTIAL AND COMMERCIAL STREET PAVEMENT AND TO GEOTECHNICAL REPORT "PROJECT 24483B", PERFORMED BY BRAUN INTEREST CORPORATION, DATED FEBRUARY 10, 2024, AND INCLUDED PROJECT MANUAL.
24. CONTRACTOR IS NOT PERMITTED TO PARK EQUIPMENT OR VEHICLES ON GRASS. CONTRACTOR AND WORKERS MUST PARK VEHICLES AND EQUIPMENT ON ROADWAY OR ADJACENT STREETS. ANY PAVING OR DAMAGE TO YARDS CAUSED BY CONTRACTOR'S EQUIPMENT OR WORKER'S VEHICLES WILL BE REPAID AT THE CONTRACTOR'S EXPENSE.

IF CONTRACTOR SHALL PROVIDE CONSTRUCTION LAYOUT.

25. CONTRACTOR SHALL PROVIDE ONE COMPLETE SET OF CONSTRUCTION DRAWINGS APPROPRIATELY MARKED UP TO REFLECT ACTUAL "AS-BUILT" CONDITIONS INCLUDING ELEVATIONS, DIMENSIONS, LOCATIONS, ETC. AT PROJECT COMPLETION.
26. ALL WORKS SUBJECT TO FINAL INSPECTION BY THE CITY'S PROJECT ENGINEER.
27. WORK HOURS WILL BE MONDAY-THURSDAY, 8 AM TO 4 PM. WORK PERFORMED ON SATURDAY MUST HAVE PRIOR PERMISSION FROM THE CITY. REQUEST FOR SATURDAY WORK SHALL BE MADE TO THE CITY ENGINEER PRIOR TO 12:00 NOON ON THURSDAY.

PROJECT MESSAGE SIGNS

1. A PORTABLE CHANGE MESSAGE SIGN SHALL NOT BE PAID FOR DIRECTLY, BUT SHALL BE CONSIDERED SUBORDINARY TO ITEM 500 SIGN "TRAFFIC SIGNS AND TRAFFIC HANDLING".
2. SURFACE PREPARATION OF ADJACENT SURFACES FOR PAVEMENT AT 2000 PSI SHALL NOT BE PAID FOR DIRECTLY, BUT SHALL BE CONSIDERED SUBORDINARY TO REFLECTIVE PAVEMENT MARKING ITEM 605.175 THROUGH 604.175.

EROSION CONTROL GENERAL NOTES

1. CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL STORMWATER REGULATIONS. CONTRACTOR SHALL ADVISE ALL REQUIRED PERMITS PRIOR TO COMMENCEMENT OF WORK. SEE SPECIAL CONDITIONS SECTION OF PROJECT MANUAL FOR ADDITIONAL CONTRACTOR REQUIREMENTS.
2. CONTRACTOR SHALL CONFORM ALTERNATE TO THE SWPPP AS SPECIFIED, INCLUDING BEST MANAGEMENT PRACTICES AND EROSION CONTROL MEASURES. CONTRACTOR SHALL MAINTAIN SUFFICIENT STOCKPILE OF FERTILIZER, CONTROLS SPREADING FOR DUST CONTROL, MAINTAINING SPILL RESPONSE EQUIPMENT ON-SITE, AND "DO NOT MOUSE" SIGNPOST, POLLUTION CONTROL BARRIERS, SILT FENCES, STABILIZED CONSTRUCTION ENTRANCE, STABILIZED SPILL, AND SPREADERS FOR DUST CONTROL.
3. APPROXIMATELY 7 AS ACRES ON 1.53 ACRES OF ROADWAY WILL BE DISTURBED WITH THIS CONSTRUCTION.
4. ALL CONTRACTORS AND SUBCONTRACTORS SHALL BE IDENTIFIED IN THE CONTRACTOR'S STORMWATER POLLUTION PREVENTION PLAN (SWPPP).
5. A COPY OF THE NOTICE OF INTENT (NOI) AND A COPY OF THE SWPPP MUST BE KEPT AND MAINTAINED ON THE CONSTRUCTION SITE.
6. STABILIZATION MEASURES SHALL BE PROVIDED AND MAINTAINED BY A QUALIFIED CONTRACTOR EXPERIENCED IN PROVIDING S&D FACILITIES AND SERVICES.
7. STABILIZATION MEASURES SHALL BE INSTALLED ON DISTURBED AREAS AS SOON AS PRACTICAL, BUT NO MORE THAN 14 DAYS AFTER CONSTRUCTION ACTIVITY HAS CEASED, UNLESS ACTIVITIES ARE TO RESUME WITHIN 21 DAYS.
8. CONTRACTOR SHALL INSPECT STABILIZATION MEASURES AT A MINIMUM OF ONCE EVERY 7 DAYS, AND WITHIN 24 HOURS AFTER ANY HAZARDOUS EVENT GREATER THAN 0.5 INCHES. REPAIRS AND MODIFICATIONS REVEALED BY THE INSPECTION SHALL BE COMPLETED WITHIN 7 CALENDAR DAYS FOLLOWING INSPECTION.
9. AN INSPECTION REPORT SUBMITTING ALL INSPECTION ACTIVITIES RELATED TO THE SWPPP SHALL BE RETAINED AND MADE A PART OF THE PLAN.
10. CONTRACTOR SHALL ABANDON THE SWPPP IMMEDIATELY THERE IS A CHANGE OF DESIGN, CONSTRUCTION, OPERATION OR MAINTENANCE OF THE PLAN, OR WHEN THE METAL PLAN BECOMES INEFFECTIVE.
11. DURING DRAINAGE SYSTEM CONSTRUCTION, ALL CULVERTS AND INLETS SHALL BE PROTECTED FROM SILT AND SOIL DEPOSITS BY USE OF INLET PROTECTION.
12. IF SHALL BE CONTRACTOR'S RESPONSIBILITY TO USE WHATEVER METHODS AND/OR MEANS ARE REQUIRED TO CONTROL AND LIMIT THE AMOUNTS OF SILT AND SEDIMENT THAT ARE ALLOWED TO LEAVE THE CONSTRUCTION SITE, INCLUDING LIMITING THE AMOUNT OF SOIL TRACKED OFF-SITE BY CONSTRUCTION VEHICLES. THE CONTRACTOR SHALL PROTECT PUBLIC STREETS, ALLEYS, STREAMS, STORM DRAINAGE SYSTEMS AND INLETS FROM SOIL DEPOSITS.
13. CONTRACTOR SHALL ADOPT APPROPRIATE CONSTRUCTION SITE MANAGEMENT PRACTICES TO PREVENT THE DISCHARGE OF OILS, GREASE, FATS, GASOLINE, AND OTHER POLLUTANTS TO STORMWATER. APPROPRIATE PRACTICES INCLUDE:
  - A) SEPARATION OF AREAS FOR EQUIPMENT MAINTENANCE AND REPAIR.
  - B) COLLECTION OF WASTES ON A REGULAR BASIS.
  - C) CONVENIENT LOCATION OF WASTE RECEPTACLES.
  - D) DESIGNATION AND CONTROL OF EQUIPMENT WASH DOWN AREAS.
14. IF IT IS ANTICIPATED THAT THE FOLLOWING NONSTORMWATER DISCHARGES WILL BE ASSOCIATED WITH THE CONSTRUCTION WORK AT THE SITE, EACH OF THE FOLLOWING DISCHARGES IS AUTHORIZED BY THE APPLICABLE CONSTRUCTION GENERAL PERMIT:
  - A) FRESHWATER FLOWING.
  - B) WATER USED FOR DUST CONTROL.
  - C) DOMESTIC WATER DISCHARGES.
  - D) UNCONTAMINATED GROUNDWATER.
  - E) CONSTRUCTION WATER.
15. CONTRACTOR SHALL CLEAN ALL STORM DRAIN LINES, ROSS CULVERTS AND CHANNELS AFTER COMPLETION OF CONSTRUCTION. S&D FACILITIES SHALL BE MAINTAINED UNTIL STABILIZATION OF DISTURBED AREAS IS COMPLETE.
16. CONTRACTOR IS RESPONSIBLE FOR PROVIDING TREE ESTABLISHMENT FOR TREETOP SPECIFICATIONS AND SHALL RESTORE ALL DISTURBED AREAS TO AN EQUAL OR BETTER CONDITION THAN THE EXISTING ESTABLISHED GROUND. CONTRACTOR IS RESPONSIBLE FOR WATERING AND MAINTENANCE OF SEEDS OR SOODED AREAS TO ENSURE PROPER ESTABLISHMENT AND PROGRESSIVE GROWTH.
17. THE PLAN AND DETAILS SHOWN ARE CONSIDERED TO BE THE MINIMUM REQUIRED. THE CONTRACTOR SHALL PROVIDE ALL APPROPRIATE MEASURES TO CONFORM TO TDD REQUIREMENTS UNDER THE PROJECT IS COMPLETE AND ACCEPTED BY THE CITY.

**KENNEDY LANE**

500-0001	MOBILIZATION	1	LS
3080-0225	STONE MATRIX ASPHALT (SMA TYP. Q)(PG 78-27)(SURFACE COURSE)(12")	1324	TON
3076-0015	DENSE GRADED HOT MIX ASPHALT (TYP. C)(PG 64-27)(BINDER COURSE)(12")	54	TON
134-0003	PLAN & TEXT ASPH CONC PAV (2" TO 2")	25000	SY
275-0011	CEMENT TREAT (ER)ST MATERIAL (8")	482	YF
275-0001	CEMENT	33	TON
3077-0075	TACK COAT (2.2 GAL/SY)	420	GAL
666-6224	PAVEMENT SEALER 6"	12700	LF
666-6225	PAVEMENT SEALER 8"	485	LF
666-6228	PAVEMENT SEALER 12"	90	LF
666-6230	PAVEMENT SEALER 18"	110	LF
672-6029	REFL PAV MARK TY II-A-A	252	EA
666-6731	PAVEMENT SEALER (ARROW)	8	EA
666-6232	PAVEMENT SEALER (ARROW)	3	EA
666-6043	REFL PAV MARK TY I (2") (S20)(100 MIL)	90	LF
666-6076	REFL PAV MARK TY C (W1)(12") (S10)	330	LF
666-6077	REFL PAV MARK TY C (W1)(ARROW)	8	EA
666-6095	REFL PAV MARK TY C (W1)(WORD)	3	EA
6149-6030	REFL PAV MARK AWY (H) 6" (S10)(100 MIL)	7810	LF
6149-6031	REFL PAV MARK AWY (H) 6" (S10)(100 MIL)	120	LF
6149-6095	REFL PAV MARK AWY (H) 6" (S10)(100 MIL)	2650	LF
666-6036	REFL PAV MARK TY I (W1)(8") (S10)(100 MIL)	363	LF
6001-0001	PORTABLE CHANGEABLE MESSAGE SIGN	15	DAY
6185-0002	TSA (STATIONARY)	45	DAY
6185-0005	TSA (MOBILE OPERATION)	19	DAY
502-0025	BARRICADES, SIGNS, & TRAFFIC HANDLING	1	EA
506-0035	TEMPORARY EROSION, SEDIMENTATION, ENVIRONMENTAL CONTROL	13	EA
5-1	MISCELLANEOUS CONSTRUCTION ITEMS	2	LS

**WESTLAWN DRIVE**

500-0001	MOBILIZATION	1	LS
3080-0225	STONE MATRIX ASPHALT (SMA TYP. Q)(SURFACE COURSE)(12")	1827	TON
3076-0015	DENSE GRADED HOT MIX ASPHALT (TYP. C)(BINDER COURSE)(12")	2279	TON
134-0003	PLAN & TEXT ASPH CONC PAV (2" TO 2")	16750	SY
275-0011	CEMENT TREAT (ER)ST MATERIAL (8")	3610	YF
275-0001	CEMENT	300	TON
3077-0075	TACK COAT (2.2 GAL/SY)	430	GAL
666-6724	PAVEMENT SEALER 6"	7300	LF
666-6228	PAVEMENT SEALER 12"	100	LF
666-6230	PAVEMENT SEALER 24"	100	LF
672-6029	REFL PAV MARK TY II-A-A	164	EA
666-6076	REFL PAV MARK TY C (W1)(12") (S10)	600	LF
6149-6030	REFL PAV MARK AWY (H) 6" (S10)(100 MIL)	1400	LF
6149-6095	REFL PAV MARK AWY (H) 6" (S10)(100 MIL)	1100	LF
666-6043	REFL PAV MARK TY I (W1)(2") (S10)(100 MIL)	100	LF
6001-0001	PORTABLE CHANGEABLE MESSAGE SIGN	15	DAY
6185-0002	TSA (STATIONARY)	45	DAY
6185-0005	TSA (MOBILE OPERATION)	19	DAY
502-0025	BARRICADES, SIGNS, & TRAFFIC HANDLING	1	EA
506-0035	TEMPORARY EROSION, SEDIMENTATION, ENVIRONMENTAL CONTROL	14	EA
5-1	MISCELLANEOUS CONSTRUCTION ITEMS	1	LS

KENNEDY LANE & WESTLAWN DRIVE  
ROADWAY IMPROVEMENTS  
CITY OF TEXARKANA  
BOWIE COUNTY, TEXAS



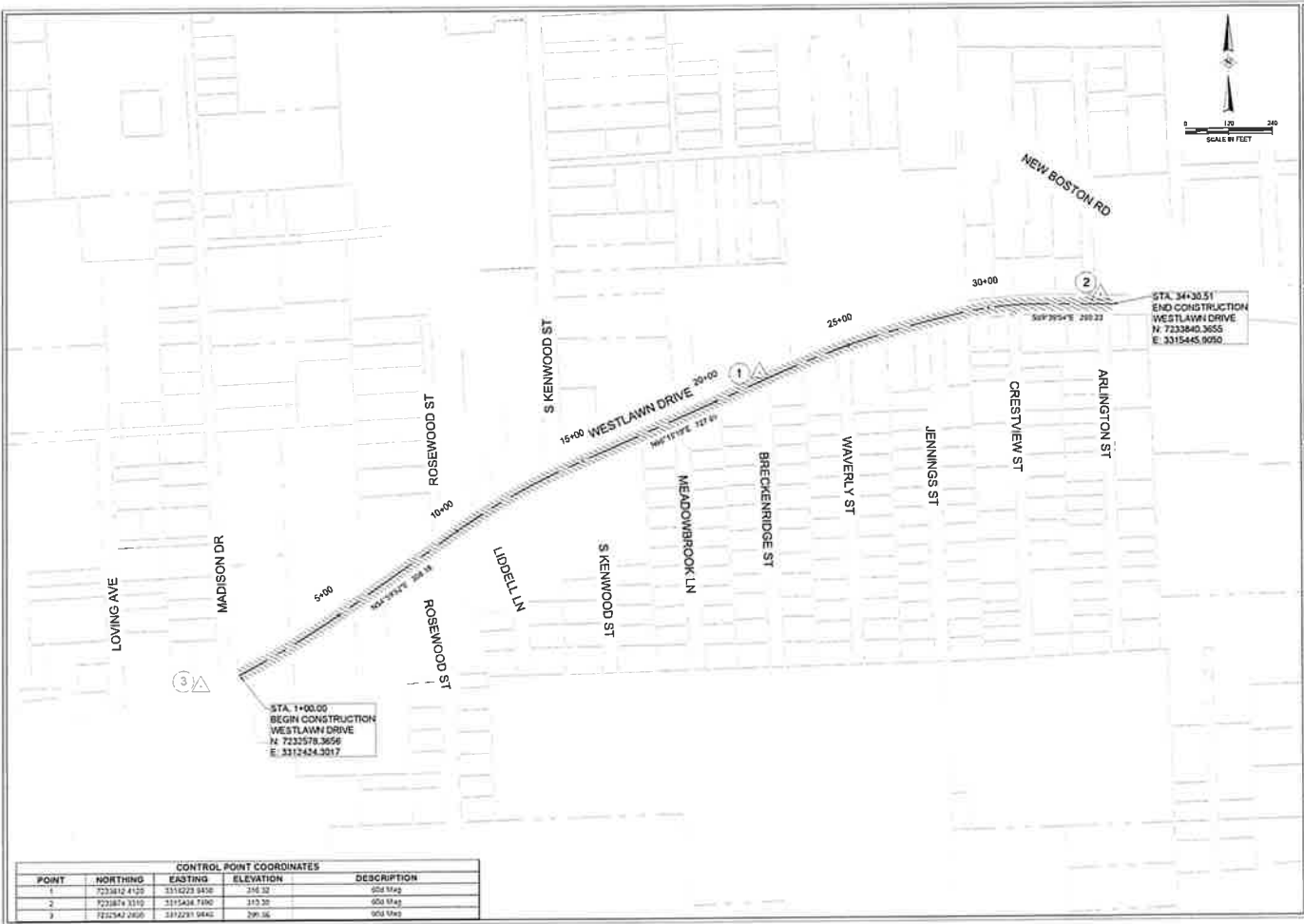
NO. DATE



PROJECT NO. 2024-001  
SHEET NO. 001  
DRAWN BY: JRM  
CHECKED BY: WSP  
SCALE: AS SHOWN  
SHEET TITLE  
SUMMARY OF QUANTITIES

SHEET NUMBER  
C30





KENNEDY LANE & WESTLAWN DRIVE  
ROADWAY IMPROVEMENTS  
CITY OF TEXARKANA  
BOWIE COUNTY, TEXAS



DATE	
BY	
CHECKED BY	
APPROVED BY	

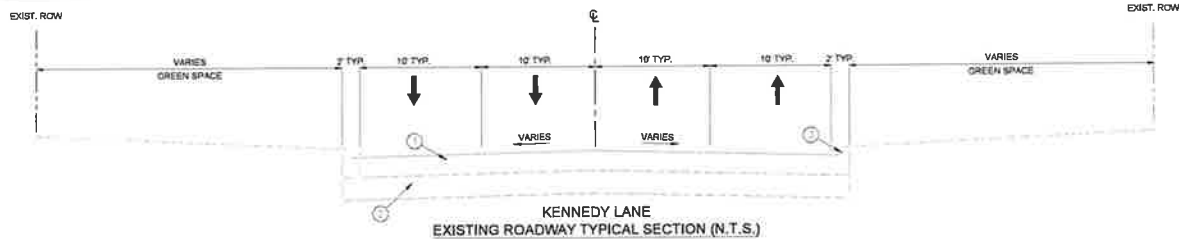


PROJECT NO. 2024-001  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 DATE: 02/12/24  
 SHEET TITLE: PROJECT LAYOUT  
 WESTLAWN DRIVE  
 BEGIN TO END  
 SHEET NUMBER: C4.1

CONTROL POINT COORDINATES				
POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	7233812.4120	3315023.8458	216.32	604' 11/2"
2	7233874.3310	3315438.7490	215.20	600' 11/2"
3	7232542.2805	3312291.9440	209.36	605' 11/2"



PROJECT NO. 2041001  
 DRAWN BY: JSM  
 CHECKED BY: WJF  
 SCALE: AS SHOWN  
 SHEET TITLE: EXISTING TYPICAL SECTIONS  
 KENNEDY LANE & WESTLAWN DRIVE  
 SHEET NUMBER: CS.0

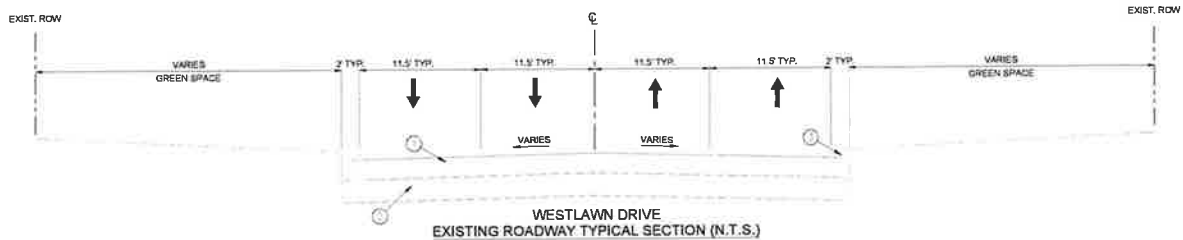


**KENNEDY LANE  
EXISTING ROADWAY TYPICAL SECTION (N.T.S.)**

APPLIES: STA. 1+00.00' TO STA. 18+54.97'  
 STA. 20+34.19' TO STA. 46+70.48'

**LEGEND**

- ① EXISTING ASPHALT PAVEMENT  
DEPTH VARIES (2" - 5" THICK)
- ② EXISTING BASE COURSE  
DEPTH VARIES (REF. GEOTECH)
- ③ EXISTING CONCRETE CURB AND GUTTER  
(6" BARRIER CURB)



**WESTLAWN DRIVE  
EXISTING ROADWAY TYPICAL SECTION (N.T.S.)**

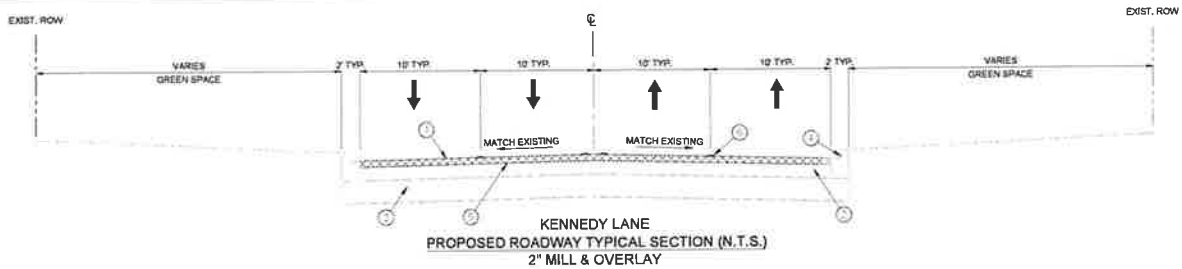
APPLIES: STA. 1+00.00' TO STA. 34+30.52'

**LEGEND**

- ① EXISTING ASPHALT PAVEMENT  
DEPTH VARIES (2" - 4" THICK)
- ② EXISTING CONCRETE CURB AND GUTTER  
(6" BARRIER CURB)
- ③ EXISTING BASE COURSE  
DEPTH VARIES (REF. GEOTECH)



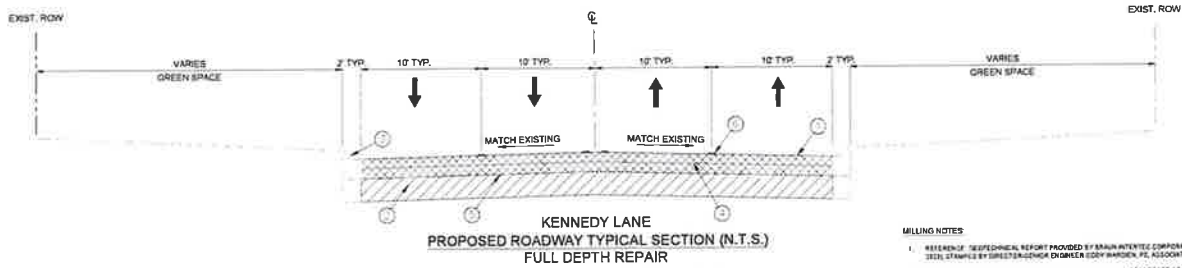
PROJECT NO. 104830  
DESIGNED: SCHWAB  
DRAWN BY: GJK  
CHECKED BY: MGT  
SCALE: AS SHOWN  
SHEET TITLE: PROPOSED TYPICAL SECTIONS  
KENNEDY LANE  
SHEET NUMBER: CS 1



APPLIES: STA 1+00.00' TO STA 18+54.97'  
STA 20+34.19' TO STA 46+25.00'

**LEGEND**

- ① MILL 2" OF EXISTING ASPHALT PAVEMENT & OVERLAY WITH 2" PROPOSED S.M.A. TYPE-C SURFACE COURSE
- ② EXISTING ASPHALT LAYER (DEPTH VARIES)
- ③ EXISTING BASE COURSE (DEPTH VARIES (REF. GEOTECH))
- ④ EXISTING CONCRETE CURB & GUTTER (6" BARRIER CURB)
- ⑤ TACK COAT
- ⑥ PAVEMENT MARKINGS, TYP. (REF. PAVEMENT MARKING PLAN C7.0- C7.3)



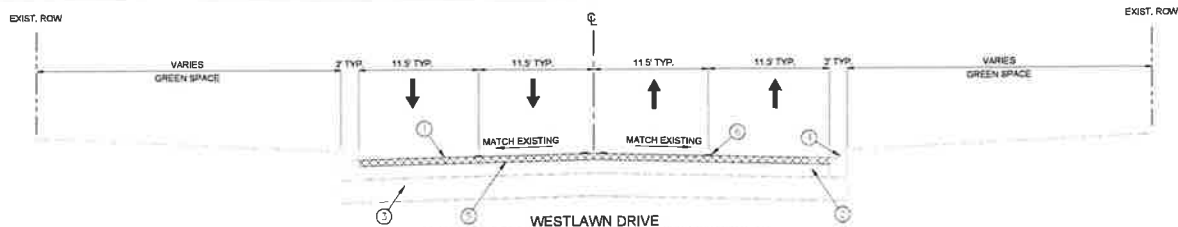
APPLIES: STA 10+91.13' TO STA 11+65.39'  
STA 46+25.00' TO STA 46+70.48'

**LEGEND**

- ① PROPOSED 2" S.M.A. TYPE-C SURFACE COURSE & 2" DENSE-GRADE H.M.A. TYPE-C BINDER COURSE
- ② SOIL CEMENT-TREATED BASE (8" EXIST. MATERIAL, 9% CEMENT @ 40LBS/Y)
- ③ EXISTING CONCRETE CURB AND GUTTER (6" BARRIER CURB)
- ④ TACK COAT BETWEEN LIFTS
- ⑤ PRIME COAT
- ⑥ PAVEMENT MARKINGS, TYP. (REF. PAVEMENT MARKING PLAN C7.0- C7.3)

**MILLING NOTES**

1. REFER TO SUPERSEDED REPORT PROVIDED BY BRAUN PATENTEE CORPORATION (DECEMBER 22, 2010) STAMPED BY SUPERSEDED ENGINEER (DOE) HANSEN, PE, ASSOCIATED PROJECT NO. 02011868
2. PROVIDE A MILLED SURFACE THAT CONSISTS OF A UNIFORM SURFACE FREE OF GOOBLES, WEEGLES, OIL FILM AND OTHER DEFECTS OF WORKMANSHIP WITH A UNIFORM TEXTURED APPEARANCE.
3. IN ALL SITUATIONS WHERE THE EXISTING ROAD SURFACE CONTACTS THE GUTTERLINE, THE MILLING INCLUDES THE REMOVAL OF ANY EXISTING ASPHALT COVERING OVERLAPPING THE EXISTING CONCRETE GUTTER.
4. USE CARE TO PREVENT DAMAGE TO EXISTING PAVEMENT STRUCTURES ADJACENT TO THE ROADWAY IMPROVEMENTS.
5. BUTT JOINT MILLING
  - A. BUTT JOINTS SHOULD CONSIST OF A FULL WIDTH TRANSITION SECTION AND A CONSTANT DEPTH AT THE POINT WHERE THE NEW OVERLAY IS TERMINATED.
  - B. TYPICAL LOCATIONS FOR BUTT JOINTS ARE AT ALL BEGINNING AND ENDING POINTS OF STREETS (WHERE PARKING MARKETS ARE REQUIRED) PRIOR TO MILLING OF THE BUTT JOINTS, CONSIST WITH THE CITY FOR PROPER LOCATION AND LIMITS.
  - C. PROVIDE A TEMPORARY WEDGE OF ASPHALT AT ALL BUTT JOINTS TO PROVIDE A SMOOTH RIDE OVER THE TRANSITION OF NEW AND EXISTING PAVEMENT.

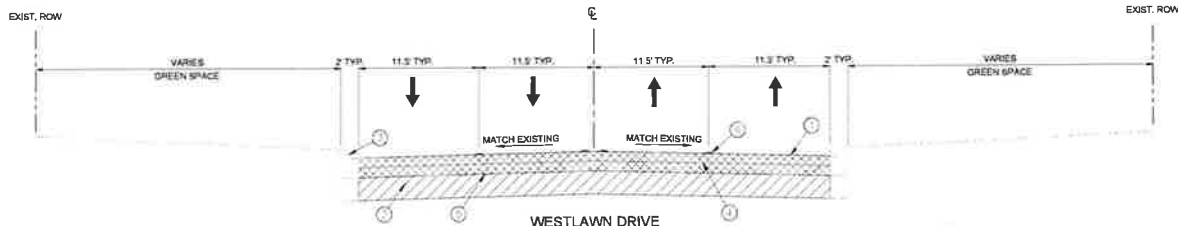


**WESTLAWN DRIVE  
PROPOSED ROADWAY TYPICAL SECTION (N.T.S.)  
2" MILL & OVERLAY**

APPLIES: STA. 1+50.00' TO STA. 11+41.73'

**LEGEND**

- |  |  |
|--|--|
| ① MILL 2" OF EXISTING ASPHALT PAVEMENT & OVERLAY WITH 2" PROPOSED S.M.A. TYPE-D SURFACE COURSE | ④ EXISTING CONCRETE CURB & GUTTER (6" BARRIER CURB)              |
| ② EXISTING ASPHALT LAYER (DEPTH VARIES)  | ⑤ TACK COAT  |
| ③ EXISTING BASE COURSE (DEPTH VARIES (REF. GEOTECH))   | ⑥ PAVEMENT MARKINGS, TYP. (REF. PAVEMENT MARKING PLAN C7.0-C7.3) |



**WESTLAWN DRIVE  
PROPOSED ROADWAY TYPICAL SECTION (N.T.S.)  
FULL DEPTH REPAIR**

APPLIES: STA. 1+00.00' TO STA. 1+50.00'  
STA. 11+41.73' TO STA. 34+30.52'

**LEGEND**

- |   |  |
|---|--|
| ① PROPOSED 2" S.M.A. TYPE-D SURFACE COURSE & 2" DENSE-GRADE H.M.A. TYPE-C BINDER COURSE | ④ TACK COAT BETWEEN LFTS   |
| ② SOIL CEMENT-TREATED BASE (8" EXIST. MATERIAL, 9% CEMENT @ 40LB/SY)                    | ⑤ PRIME COAT   |
| ③ EXISTING CONCRETE CURB AND GUTTER (6" BARRIER CURB)                                   | ⑥ PAVEMENT MARKINGS, TYP. (REF. PAVEMENT MARKING PLAN C7.0-C7.3) |

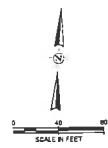
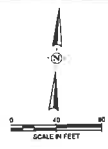
**MILLING NOTES**

1. REFERENCE GEOTECHNICAL REPORT PROVIDED BY BRAUN ENTERPRISE CORPORATION (DECEMBER 22, 2021) STAMPED BY REGISTERED PROFESSIONAL ENGINEER BOB WARDEN, P.E. ASSOCIATED PROJECT NO. 831110W
2. PROVIDE A MILLED SURFACE THAT CONSISTS OF A UNIFORM SURFACE FREE OF GROUND, BRUISES, OIL, FLM AND OTHER IMPROPER CONSTRUCTION WITH A UNIFORM TEXTURED APPEARANCE.
3. IN ALL SITUATIONS WHERE THE EXISTING HMA SURFACE CONTACTS THE GUTTER LINE, THE MILLING INCLUDES THE REMOVAL OF ANY EXISTING ASPHALT COVERING OVERLAPPING THE EXISTING CONCRETE GUTTER.
4. USE CARE TO PREVENT DAMAGE TO EXISTING PAVEMENT STRUCTURES ADJACENT TO THE ROADWAY IMPROVEMENTS.
5. BUTT JOINT MILLING
  1. BUTT JOINTS SHOULD CONSIST OF A FULL WIDTH TRANSITION SECTION AND A CONSTANT DEPTH AT THE POINT WHERE THE NEW OVERLAY IS TERMINATED.
  2. TYPICAL LOCATIONS FOR BUTT JOINTS ARE AT ALL BEGINNING AND ENDING POINTS OF STREETS WHERE PAVED MATERIAL IS REMOVED PRIOR TO MILLING OF THE BUTT JOINTS. CONSULT WITH THE CITY FOR PROPER LOCATION AND LIMITS.
  3. PROVIDE A TEMPORARY WEDGE OF ASPHALT AT ALL BUTT JOINTS TO PROVIDE A SMOOTH RISE OVER THE TRANSITION OF NEW AND EXISTING PAVEMENT.

KENNEDY LANE & WESTLAWN DRIVE  
ROADWAY IMPROVEMENTS  
CITY OF TEXARKANA  
BOWIE COUNTY, TEXAS



PROJECT NO. 15441.00  
DESIGNED BY: JAW  
CHECKED BY: WSP  
SCALE: AS SHOWN  
**PROPOSED  
TYPICAL SECTIONS**  
WESTLAWN DRIVE  
SHEET NUMBER  
CS 2



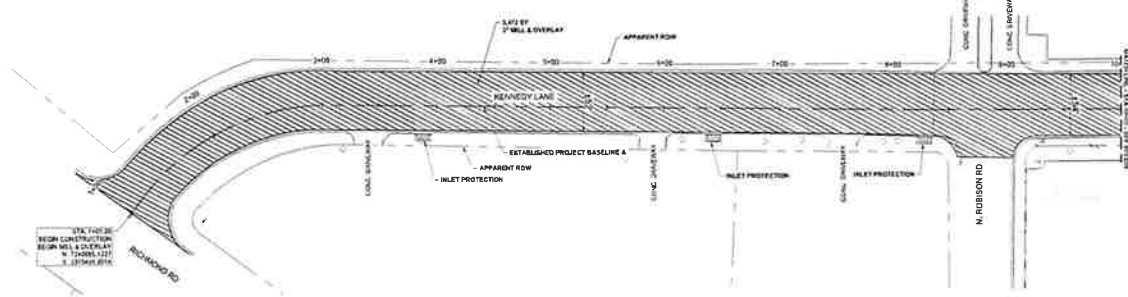
KENNEDY LANE & WESTLAWN DRIVE  
ROADWAY IMPROVEMENTS  
CITY OF TEXARKANA  
BOWIE COUNTY, TEXAS



DATE	DESCRIPTION



PROJECT NO. 1544187  
 DESIGNED BY: J. SMITH  
 DRAWN BY: J. SMITH  
 CHECKED BY: M. SMITH  
 SCALE: AS SHOWN  
 SHEET TITLE:  
**PAVING PLAN**  
 KENNEDY LANE  
 BEGINS TO STA. 10+00.00  
 SHEET NUMBER  
**C60**



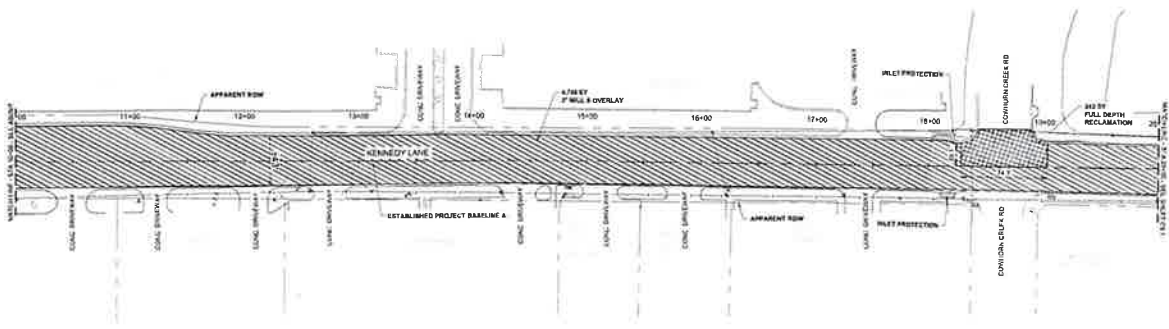
**NOTES**

1. REFER TO PAVEMENT DETAILS AND STANDARD DETAILS FOR PAVING NOTES, DETAILS AND OTHER INFORMATION.
2. CONTRACTOR SHALL MATCH EDGE OF PROPOSED PAVEMENT TO ALL EXISTING DRIVEWAYS. THIS MAY REQUIRE A FLARE TO THE DRIVEWAY TO MAINTAIN A STRAIGHT SIDEWALK EDGE.
3. CONTRACTOR TO VERIFY LOCATIONS TO EXISTING UTILITIES PRIOR TO CONSTRUCTION.
4. CONTRACTOR TO PROTECT ALL TREES, SHADEWAYS AND LANDSCAPING ADJACENT TO PROPOSED PAVEMENT.
5. QUANTITIES AND LIMITS OF ASPHALT TRANSITIONS ARE APPROXIMATE. DEPTH OF MILLING NEAR DRIVEWAYS MAY VARY TO ALLOW BETTER TIE-INS. AT NO TIME SHALL THE CONTRACTOR MILL INTO THE BASE.
6. CONTRACTOR TO TAKE PICTURES AND VIDEO OF THE PROJECT SITE TO DOCUMENT THE EXISTING CONDITIONS PRIOR TO BEGINNING WORK.
7. CONTRACTOR TO MAINTAIN ACCESS TO ALL DRIVEWAYS.

**LEGEND**

- PARCEL BOUNDARY
- OVERHEAD POWER LINE
- POWER POLE
- WATER VALVE
- SHURF
- INLET PROTECTION
- LIMITS OF MILL AND OVERLAY
- LIMITS OF FULL DEPTH REPAIR

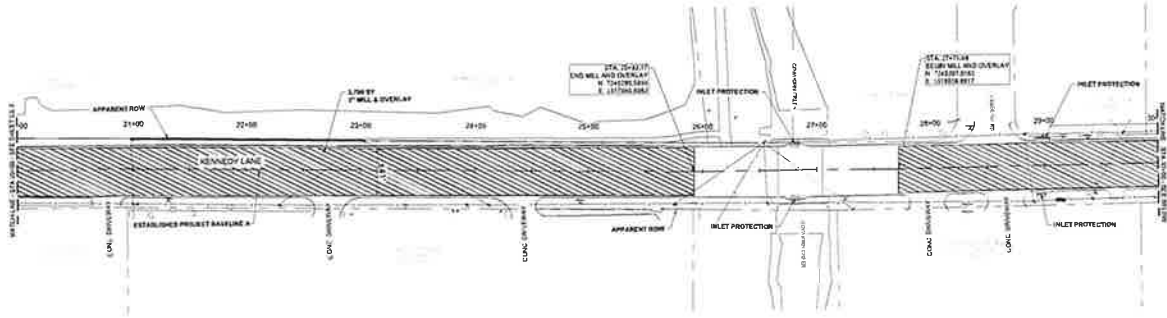
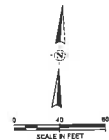
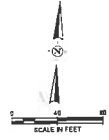
**CAUTION:**  
 EXISTING OVERHEAD POWER AND TELEPHONE LINES IN THIS AREA. CONTRACTOR TO PROTECT DURING CONSTRUCTION.



KENNEDY LANE & WESTLAWN DRIVE  
ROADWAY IMPROVEMENTS  
CITY OF TEXARKANA  
BOWIE COUNTY, TEXAS



PROJECT NO. 2024-01  
 DESIGNED BY: [Name]  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 SCALE: AS SHOWN  
 SHEET TITLE  
**PAVING PLAN**  
 KENNEDY LANE  
 FROM STA 21+00 TO STA 39+00  
 SHEET NUMBER  
**CS.1**

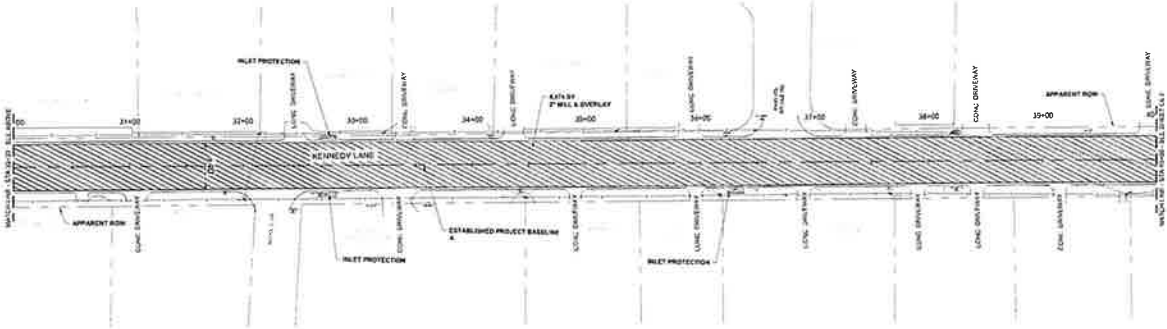


**NOTES:**

1. REFER TO PAVEMENT DETAILS AND STANDARD DETAILS FOR PAVING NOTES, DETAILS AND OTHER INFORMATION.
2. CONTRACTOR SHALL MATCH EDGE OF PROPOSED PAVEMENT TO ALL EXISTING DRIVEWAYS. THIS MAY REQUIRE A FLARE TO THE DRIVEWAY TO MAINTAIN A STRAIGHT ROADWAY EDGE.
3. CONTRACTOR TO VERIFY LOCATIONS TO EXISTING UTILITIES PRIOR TO CONSTRUCTION.
4. CONTRACTOR TO PROTECT ALL TREES, MESSAGES, MISLANDING AND ADJACENT TO PROPOSED PAVEMENT.
5. QUANTITIES AND LIMITS OF ASPHALT TRANSPORTS ARE APPROXIMATE. DEPTH OF MILLING NEAR DRIVEWAYS MAY VARY TO ALLOW BETTER TIE-IN. AT THE END OF THE PROJECT THE CONTRACTOR WILL PATCH THE BASE.
6. CONTRACTOR TO TAKE PICTURES AND VIDEO OF THE PROJECT SITE TO DOCUMENT THE EXISTING CONDITIONS PRIOR TO BEGINNING WORK.
7. CONTRACTOR TO MAINTAIN ACCESS TO ALL DRIVEWAYS.

**LEGEND:**

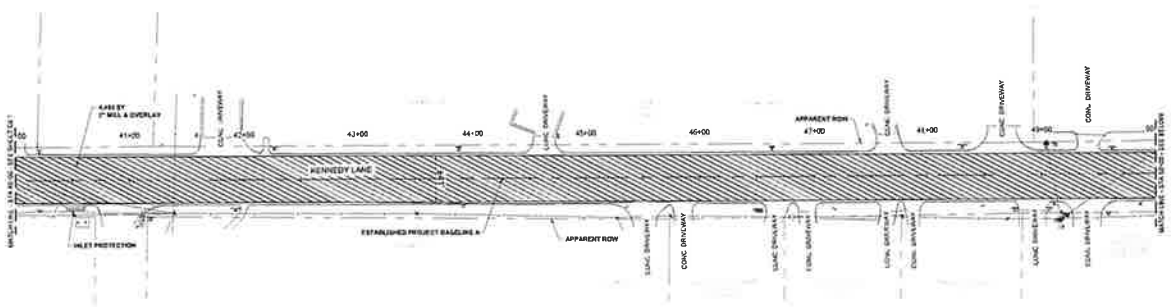
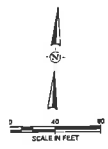
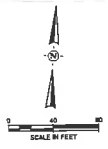
- PARCEL BOUNDARY
- OVERHEAD POWER LINE
- POWER POLE
- WATER VALVE
- SPRINK
- INLET PROTECTION
- LIMITS OF MILL AND OVERLAY
- LIMITS OF FULL DEPTH REPAIR



KENNEDY LANE & WESTLAWN DRIVE  
ROADWAY IMPROVEMENTS  
CITY OF TEXARKANA  
BOWIE COUNTY, TEXAS



PROJECT NO. 1544737  
 DESIGN: SCOTT  
 DRAWN BY: CJK  
 CHECKED BY: WOT  
 SCALE: AS SHOWN  
 SHEET TITLE  
 PAVING PLAN  
 KENNEDY LANE  
 STA. 40+00 TO END  
 SHEET NUMBER  
 C62



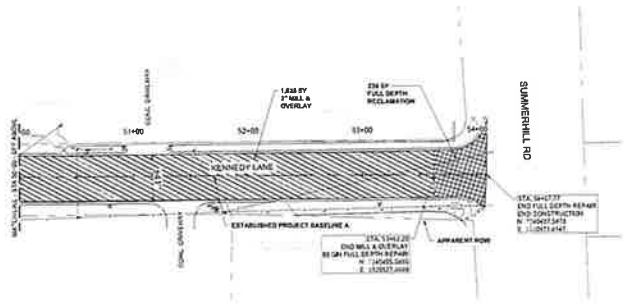
NOTES

- REFER TO PAVEMENT DETAILS AND STANDARD DETAILS FOR PAVING NOTES, DETAILS, AND OTHER INFORMATION.
- CONTRACTOR SHALL MATCH EDGE OF PROPOSED PAVEMENT TO ALL EXISTING DRIVEWAYS. THIS MAY REQUIRE A FLARE TO THE DRIVEWAY TO MAINTAIN A STRAIGHT ROADWAY EDGE.
- CONTRACTOR TO VERIFY LOCATIONS TO EXISTING UTILITIES PRIOR TO CONSTRUCTION.
- CONTRACTOR TO PROTECT ALL TREES, MANHOLES, AND LANDSCAPING ADJACENT TO PROPOSED PAVEMENT.
- QUANTITIES AND LIMITS OF ASPHALT TRANSITIONS ARE APPROXIMATE. DEPTH OF BELMID HEAD DRIVEWAYS MAY VARY TO ALLOW EXTER TRIGS. AT NO TIME SHALL THE CONTRACTOR GO INTO THE BAGS.
- CONTRACTOR TO TAKE PICTURES AND VIDEO OF THE PROJECT SITE TO DOCUMENT THE EXISTING CONDITIONS PRIOR TO BEGINNING WORK.
- CONTRACTOR TO MAINTAIN ACCESS TO ALL DRIVEWAYS.

LEGEND

- PARCEL BOUNDARY
- OVERHEAD POWER LINE
- POWER POLE
- WATER VALVE
- SPRINK
- PILET PROTECTION
- LIMITS OF MILL AND OVERLAY
- LIMITS OF FULL DEPTH REPAIR

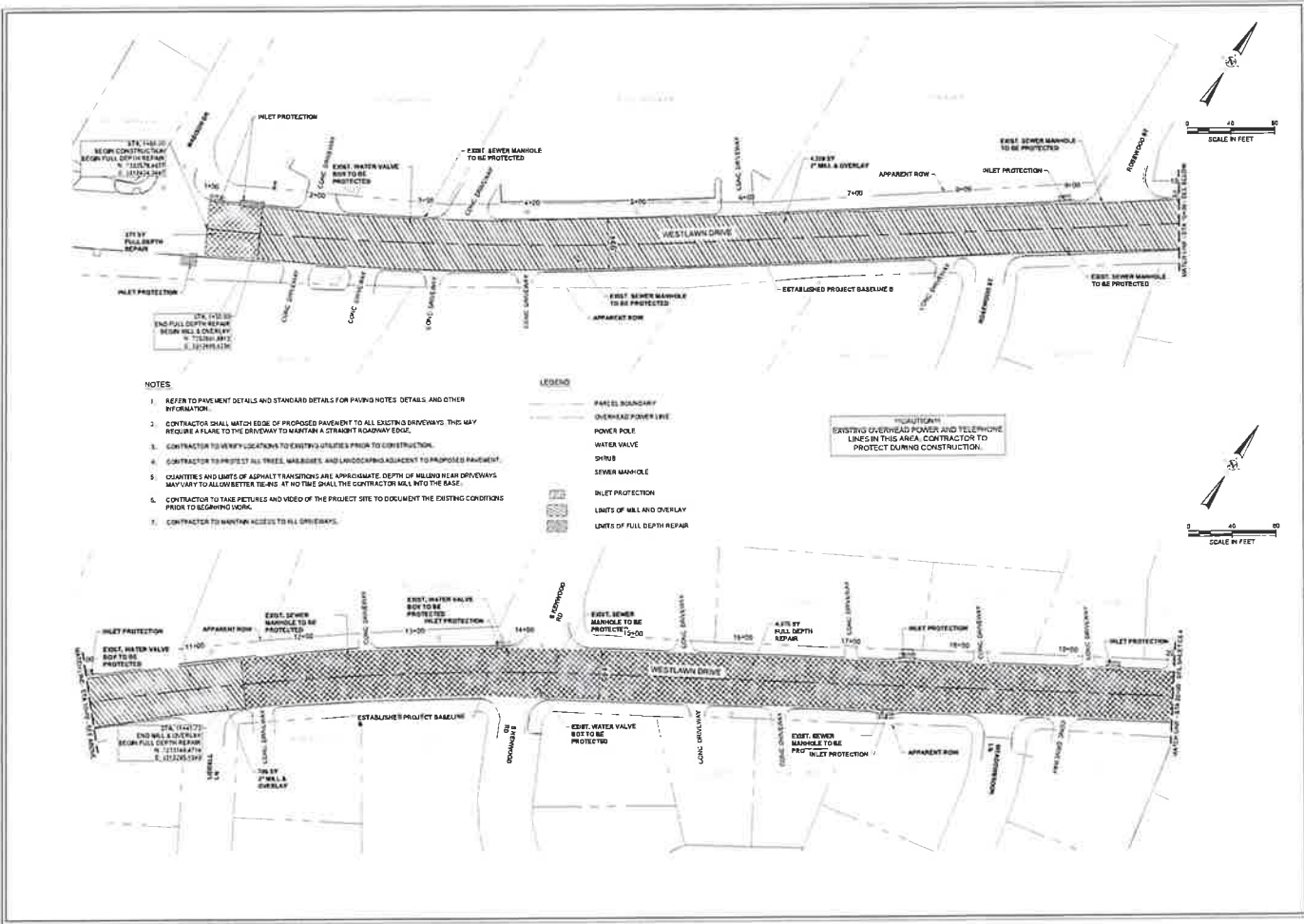
CAUTION  
 EXISTING OVERHEAD POWER AND TELEPHONE LINES IN THIS AREA. CONTRACTOR TO PROTECT DURING CONSTRUCTION.



KENNEDY LANE & WESTLAWN DRIVE  
ROADWAY IMPROVEMENTS  
CITY OF TEXARKANA  
BOWIE COUNTY, TEXAS



PROJECT NO. 15643-00  
 DESIGNED: JORDAN  
 DRAWN BY: JHM  
 CHECKED BY: WJF  
 SCALE: AS SHOWN  
 SHEET TITLE  
 PAVING PLAN  
 WESTLAWN DRIVE  
 BEGIN TO STA. 0+00 TO  
 SHEET NUMBER  
 C83



- NOTES
1. REFER TO PAVING DETAILS AND STANDARD DETAILS FOR PAVING NOTES, DETAILS, AND OTHER INFORMATION.
  2. CONTRACTOR SHALL MATCH EDGE OF PROPOSED PAVEMENT TO ALL EXISTING DRIVEWAYS. THIS MAY REQUIRE A FLARE TO THE DRIVEWAY TO MAINTAIN A STRAIGHT ROADWAY EDGE.
  3. CONTRACTOR TO VERIFY LOCATIONS TO EXISTING UTILITIES PRIOR TO CONSTRUCTION.
  4. CONTRACTOR TO PROTECT ALL TREES, WALKWAYS, AND LANDSCAPING ADJACENT TO PROPOSED PAVEMENT.
  5. QUANTITIES AND LIMITS OF ALPHABETIC TRANSITIONS ARE APPROXIMATE. DEPTH OF WELLS NEAR DRIVEWAYS MAY VARY TO ALLOW BETTER TIE-INS. IF NOT, THE CONTRACTOR SHALL TIE INTO THE BASE.
  6. CONTRACTOR TO TAKE PICTURES AND VIDEO OF THE PROJECT SITE TO DOCUMENT THE EXISTING CONDITIONS PRIOR TO BEGINNING WORK.
  7. CONTRACTOR TO MAINTAIN ACCESS TO ALL DRIVEWAYS.

LEGEND

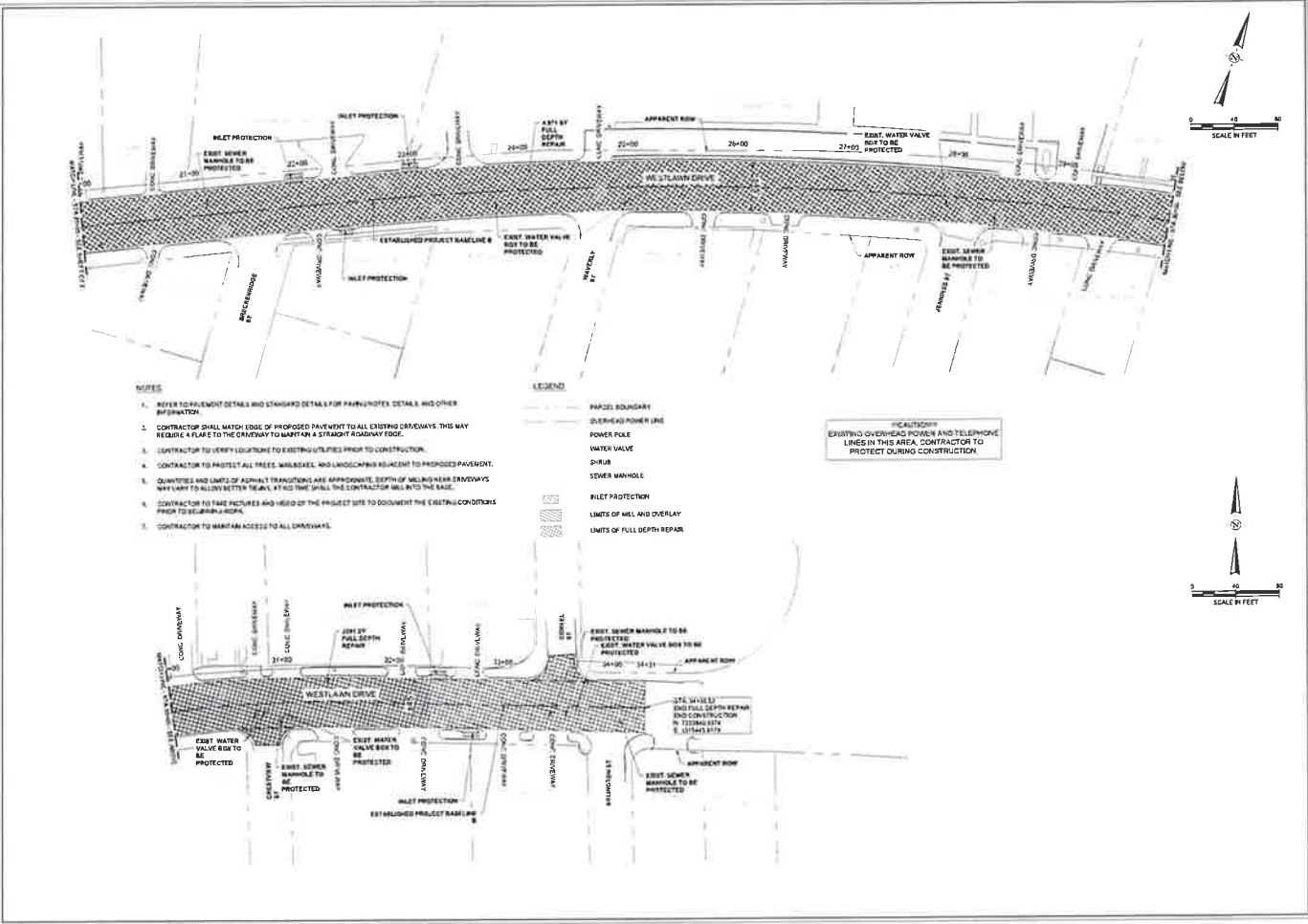
- PARCEL BOUNDARY
- OVERHEAD POWER LINE
- WATER VALVE
- DRIVE
- SEWER MANHOLE
- INLET PROTECTION
- LIMITS OF M&L AND OVERLAY
- LIMITS OF FULL DEPTH REPAIR

EXISTING OVERHEAD POWER AND TELEPHONE LINES IN THIS AREA. CONTRACTOR TO PROTECT DURING CONSTRUCTION.

KENNEDY LANE & WESTLAWN DRIVE  
ROADWAY IMPROVEMENTS  
CITY OF TEXARKANA  
BOWIE COUNTY, TEXAS



PROJECT NO. 2024-001  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 SCALE: AS SHOWN  
 SHEET TITLE  
**PAVING PLAN**  
 WESTLAWN DRIVE  
 STA. 20+00 TO 24+00  
 SHEET NUMBER  
**C64**



- NOTES**
1. REFER TO PLACEMENT DETAILS AND STANDARD DETAILS FOR PAVING NOTES, DETAILS, AND OTHER INFORMATION.
  2. CONTRACTOR SHALL MATCH EDGE OF PROPOSED PAVEMENT TO ALL EXISTING DRIVEWAYS THIS MAY REQUIRE A FLARE TO THE DRIVEWAY TO MATCH OR A STRAIGHT ROADWAY EDGE.
  3. CONTRACTOR TO VERIFY LOCATION TO EXISTING UTILITIES PRIOR TO CONSTRUCTION.
  4. CONTRACTOR TO PROTECT ALL TREES, MANHOLE, AND LANDSCAPING ADJACENT TO PROPOSED PAVEMENT.
  5. QUANTITIES AND LIMITS OF ASPHALT TRANSITIONS ARE APPROXIMATE. DEPTH OF MILLING NEAR DRIVEWAYS MAY VARY TO ALLOW BETTER TIE-INS. AT ALL TIMES SHALL THE CONTRACTOR MILL INTO THE BASE.
  6. CONTRACTOR TO TAKE PICTURES AND VIDEO OF THE PROJECT SITE TO DOCUMENT THE EXISTING CONDITIONS PRIOR TO BEGINNING WORK.
  7. CONTRACTOR TO MAINTAIN ACCESS TO ALL DRIVEWAYS.

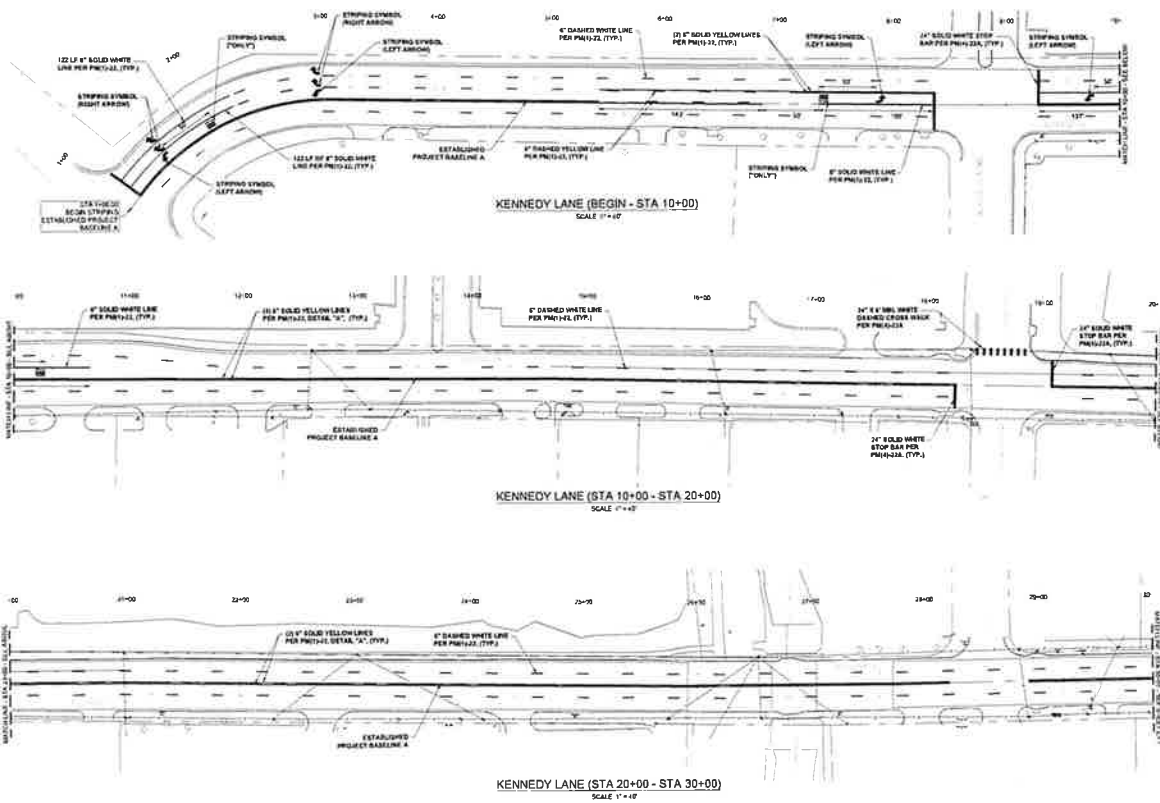
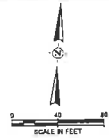
- LEGEND**
- PAVEL BOUNDARY
  - OVERHEAD POWER LINE
  - POWER POLE
  - WATER VALVE
  - PI-PUB
  - SEWER MANHOLE
  - INLET PROTECTION
  - LIMITS OF MILL AND OVERLAY
  - LIMITS OF FULL DEPTH REPAIR

HEAVY DUTY  
 EXISTING OVERHEAD POWER AND TELEPHONE LINES IN THIS AREA. CONTRACTOR TO PROTECT DURING CONSTRUCTION.

KENNEDY LANE & WESTLAWN DRIVE  
ROADWAY IMPROVEMENTS  
CITY OF TEXARKANA  
BOWIE COUNTY, TEXAS



PROJECT NO. 204810  
 DRAWN BY SWISHER  
 CHECKED BY WOLF  
 SCALE: AS SHOWN  
 SHEET TITLE: PAVEMENT MARKING PLAN  
 SHEET NUMBER: KENNEDY LANE  
 C7.0



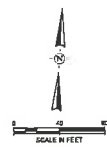
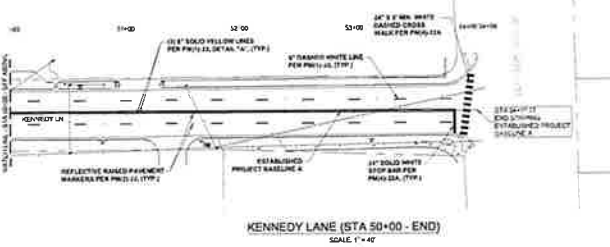
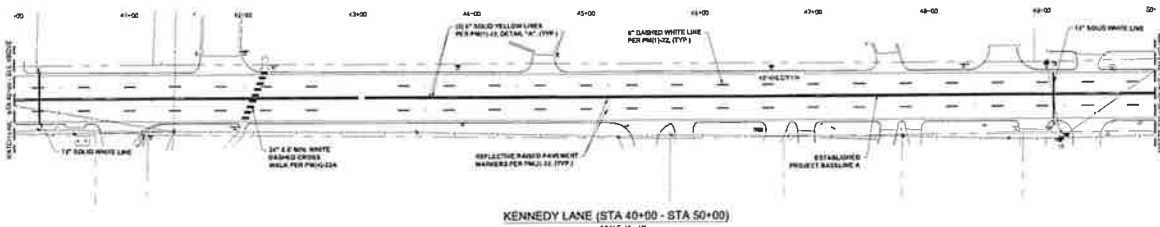
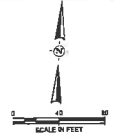
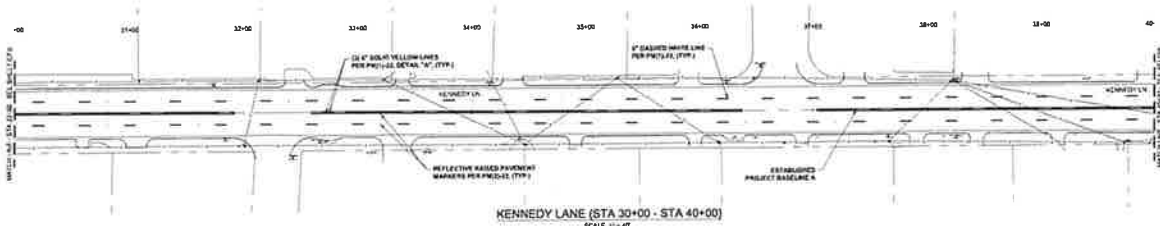
PAVEMENT MARKING NOTES

1. ANY PROPOSED ADJUSTS TO THE LOCATION, SIZE, AND/OR COLOR OF THE PAVEMENT MARKINGS OR REFLECTORIZED RAISED PAVEMENT MARKERS SHOWN ON THIS PLAN SHALL BE APPROVED BY THE PROJECT ENGINEER AND OWNER PRIOR TO INSTALLATION.
2. PAVEMENT MARKINGS AND REFLECTORIZED RAISED PAVEMENT MARKERS SHOWN ON THIS PLAN REFER TO THE MINIMUM REQUIREMENTS SET FORTH BY TxDOT PAVEMENT MARKING DETAIL SHEETS. CONTRACTOR TO ADHERE BY SAID DETAILS UNLESS OTHERWISE INDICATED IN THIS SET.
3. "2\"/>

KENNEDY LANE & WESTLAWN DRIVE  
ROADWAY IMPROVEMENTS  
CITY OF TEXARKANA  
BOWIE COUNTY, TEXAS



PROJECT NO: 2016-001  
 DESIGNED BY: SCS  
 DRAWN BY: SCS  
 SCALE: AS SHOWN  
 SHEET TITLE: PAVEMENT MARKING PLAN  
 SHEET NUMBER: KENNEDY LANE  
 CT 1

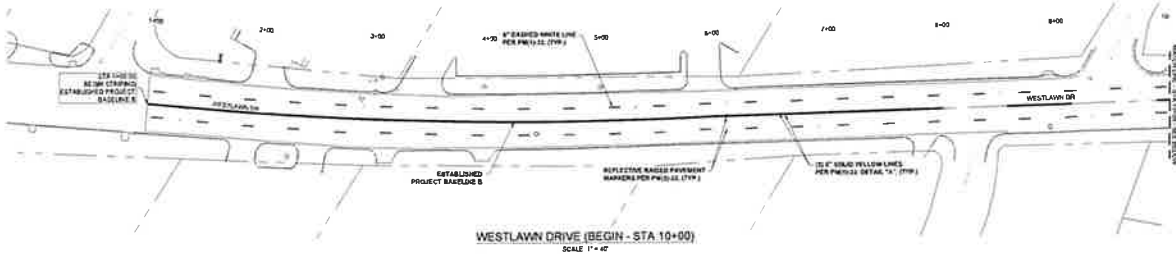


NOTES  
 1. REFERENCE SHEET CT 8 FOR PAVEMENT MARKING NOTES

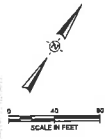
KENNEDY LAINE & WESTLAWN DRIVE  
ROADWAY IMPROVEMENTS  
CITY OF TEXARKANA  
BOWIE COUNTY, TEXAS



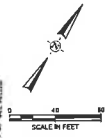
PROJECT NO. 2017-01  
ISSUED: 07/2017  
DESIGNED BY: GSP  
CHECKED BY: MHT  
SCALE: AS SHOWN  
SHEET TITLE: PAVEMENT MARKING PLAN  
SHEET NUMBER: WESTLAWN DRIVE  
C7.2



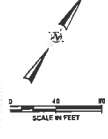
WESTLAWN DRIVE (BEGIN - STA 10+00)  
SCALE: 1" = 40'



WESTLAWN DRIVE (STA 10+00 - STA 20+00)  
SCALE: 1" = 40'



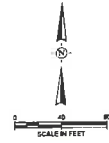
WESTLAWN DRIVE (STA 20+00 - STA 30+00)  
SCALE: 1" = 40'



NOTES  
1. REFERENCE SHEET C7.0 FOR PAVEMENT MARKING NOTES



WESTLAWN DRIVE (STA 30+00 - END)  
SCALE: 1"=40'



KENNEDY LANE & WESTLAWN DRIVE  
ROADWAY IMPROVEMENTS  
CITY OF TEXARKANA  
BOWIE COUNTY, TEXAS



DATE	DESCRIPTION

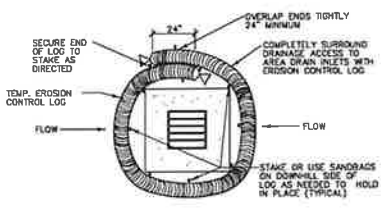


PROJECT NO.	104118
SUBJECT	ROADWAY IMPROVEMENTS
DRAWN BY	JAK
CHECKED BY	NOT
SCALE	AS SHOWN
SHEET TITLE	

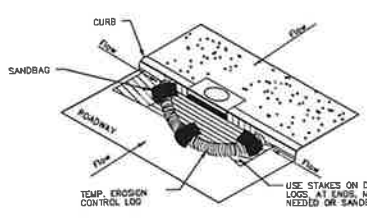
NOTES:  
1. REFERENCE SHEET C7.1 FOR PREVIOUS MARKING NOTES

SHEET NUMBER  
C7.3

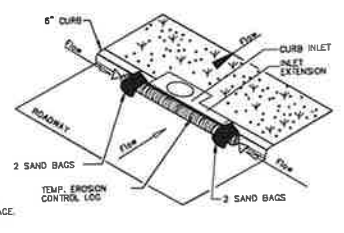
DECLARATION: This document is prepared by the Texas Engineering Practice Act. No warranty is made by TEPAC for any services, equipment, or materials. TEPAC assumes no responsibility for the accuracy of this standard or for any results or damages resulting from its use.



EROSION CONTROL LOG AT DROP INLET  
 (CL-DI)

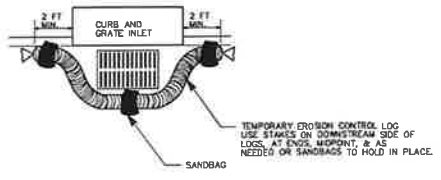


EROSION CONTROL LOG AT CURB INLET  
 (CL-CI)

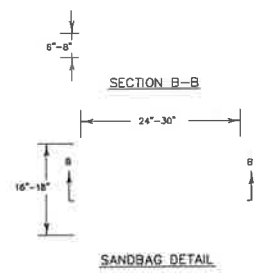


EROSION CONTROL LOG AT CURB INLET  
 (CL-CI)

NOTE:  
 EROSION CONTROL LOGS USED AT CURB INLETS SHOULD ONLY BE USED IF THEY WILL NOT IMPEDE TRAFFIC OR FLOOD THE ROADWAY OR WHEN THE STORM SEWER SYSTEM IS NOT FULLY FUNCTIONAL.



EROSION CONTROL LOG AT CURB & GRADE INLET  
 (CL-CI)

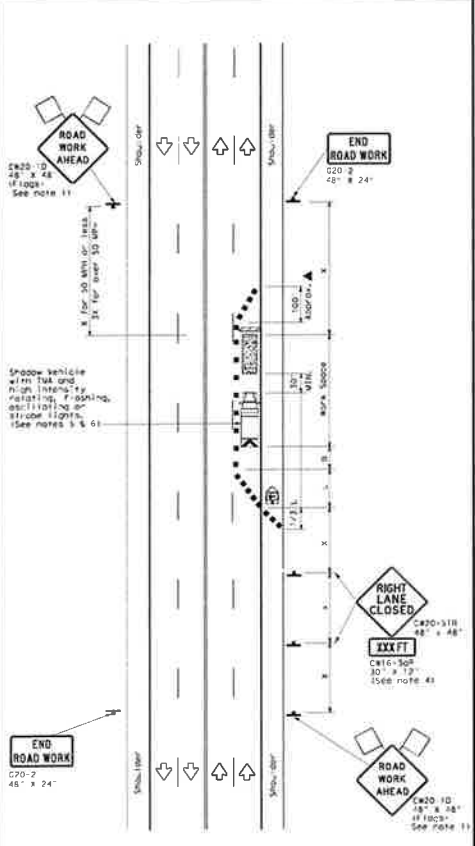


SHEET 3 OF 3

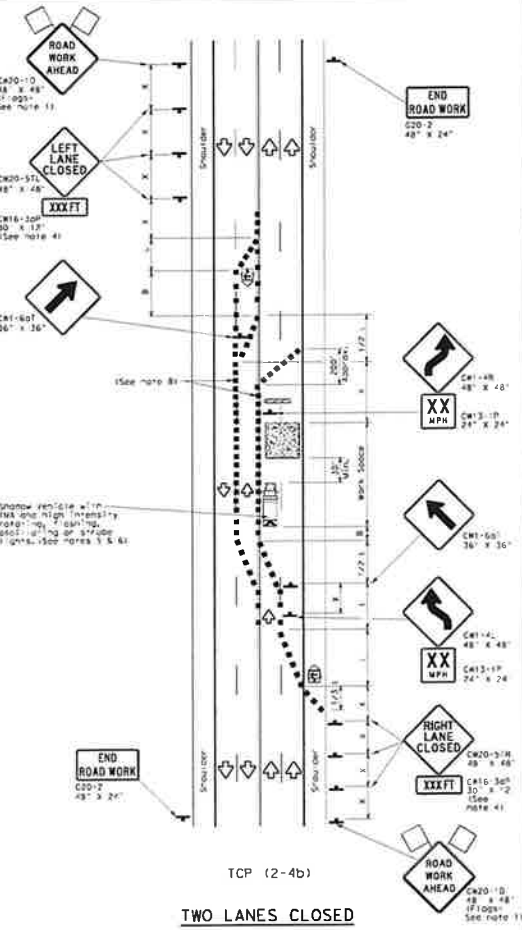
Texas Department of Transportation Design Division Standards	
TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES EROSION CONTROL LOG EC(9)-16	
FILE: 44718 C:\TDD\AS\2015	DATE: 08/14/15 DRAWN: JAC CHECKED: JAC DESIGNED: JAC SCALE:
DATE: 08/14/15 DRAWN: JAC CHECKED: JAC DESIGNED: JAC SCALE:	DATE: 08/14/15 DRAWN: JAC CHECKED: JAC DESIGNED: JAC SCALE:

DATE:

Shoove vehicle with FMX and high intensity rotating flashing lights. See notes 3 & 6.



TCP (2-4a)  
ONE LANE CLOSED



TCP (2-4b)  
TWO LANES CLOSED

Type 3 Barricade		Channelizing Device	
Heavy work vehicle	Flashing arrow board	Flashing arrow board	Flashing arrow board
Sign	Flag	Flashing arrow board	Flashing arrow board
Flashing arrow board	Flashing arrow board	Flashing arrow board	Flashing arrow board
Flashing arrow board	Flashing arrow board	Flashing arrow board	Flashing arrow board

Minimum Spacing	Minimum Spacing	Minimum Spacing	Minimum Spacing	Minimum Spacing
30	35	40	45	50
60	75	90	105	120
120	150	180	210	240
240	300	360	420	480
600	750	900	1050	1200
1200	1500	1800	2100	2400
3000	3600	4200	4800	5400
6000	7200	8400	9600	10800
12000	14400	16800	19200	21600
24000	28800	33600	38400	43200
48000	57600	67200	76800	86400
96000	115200	134400	153600	172800
192000	230400	268800	307200	345600

- GENERAL NOTES**
1. Traps at night the signs where shown, are REQUIRED.
  2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when placed elsewhere in the plan, or for routine maintenance work, when approved by the Engineer.
  3. The downstream taper is optional, when used, it should be 100 feet minimum length per lane.
  4. For shorter lane configurations, when post mounted signs are not used, the distance between signs may be shown on the sign face rather than on a C20-3a Substructure plate.
  5. A Shoove Vehicle with a FMX should be used anytime it can be positioned 30 to 90 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present out road or work conditions require the traffic control to remain in place, type 3 Barricades or other channelizing devices may be substituted for the Shoove Vehicle and FMX.
  6. Additional Shoove Vehicles with FMX may be positioned in each closed lane, on the shoulder or off the paved surface, near to those shown in order to protect a wider work space.
- TCP (2-4a)**
7. If this TCP is used for a left lane closure, C20-57L 'LEFT LANE CLOSED' signs shall be used and channelizing devices shall be placed on the center line to protect the work space from passing traffic with the arrow board placed in the closed lane near the end of the taper taper.
- TCP (2-4b)**
8. For shorter lane configurations where traffic is directed over a positive barrier (i.e. channelizing devices which separate 'shoove' traffic) shall be spaced at 100 feet or 15' if posted speeds are 35 mph or slower, and for tangent sections, or 125 feet where 5 is the speed in mph. This higher device spacing is intended for the area of conflicting work zones for the entire work zone.

Texas Department of Transportation  
Traffic Operations Division Standard

### TRAFFIC CONTROL PLAN LANE CLOSURES ON MULTILANE CONVENTIONAL ROADS

#### TCP (2-4) - 18

1-10	1-11	1-12	1-13	1-14	1-15	1-16	1-17	1-18	1-19	1-20
1-21	1-22	1-23	1-24	1-25	1-26	1-27	1-28	1-29	1-30	1-31

DISCUSSION: This manual is governed by the "Traffic Engineering Practices Act", no portion of any  
 portion of this manual shall be construed as a contract or agreement between the State of Texas and any  
 contractor or other person. The State of Texas shall not be liable for any damages resulting from the use  
 of this manual.

**BARRICADE AND CONSTRUCTION (BC) STANDARD SHEETS GENERAL NOTES:**

- 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" (TMUTCD).
- 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 plans. 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 engineering judgment.
- When projects abut, 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 sign 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 and traffic volumes justify the signing.
- All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition. Sign details not shown 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.
- Where highway construction or maintenance work is being undertaken, other than mobile operations as defined by the Texas Manual on Uniform Traffic Control Devices, CSJ limit signs are required. CSJ limit signs are shown on BC(2). The OBEY WARNING SIGNS STATE LAW sign, STAY ALERT TALK OR TEXT LATER and the WORK ZONE TRAFFIC FINES DOUBLE sign with plaque shall be erected in advance of the CSJ limits. The BEGIN ROAD WORK NEXT X MILES, CONTRACTOR and END ROAD WORK signs shall be erected at or near the CSJ limits. For mobile operations, CSJ limit signs are not required.
- 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 NOTES:**

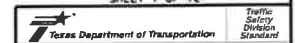
- Workers on foot who are exposed to traffic or to construction equipment within the right-of-way shall wear high-visibility safety apparel meeting the requirements of ISEA "American National Standard for High-Visibility Apparel," or equivalent revisions, and labeled as ANSI 107-2004 standard performance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

**COMPLIANT WORKZONE TRAFFIC CONTROL DEVICES**

- Only pre-qualified products shall be used. The "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources.
- Work zone traffic control devices shall be compliant with the Manual for Assessing safety Hardware (MASH).

<p>THE DOCUMENTS BELOW CAN BE FOUND ON-LINE AT  <a href="http://www.txdot.gov">http://www.txdot.gov</a></p>
COMPLIANT WORK ZONE TRAFFIC CONTROL DEVICES LIST (CWZTCD)
DEPARTMENTAL MATERIAL SPECIFICATIONS (DMS)
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 (TMUTCD)
TRAFFIC ENGINEERING STANDARD SHEETS

SHEET 1 OF 12

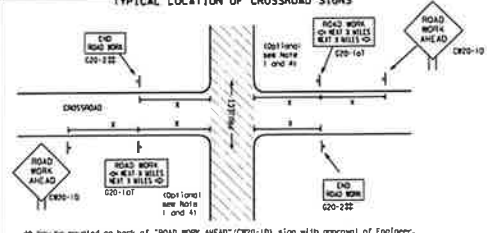


**BARRICADE AND CONSTRUCTION  
 GENERAL NOTES  
 AND REQUIREMENTS  
 BC (1) - 21**

REV	BY	DATE	DESCRIPTION
4-03	1-13		
8-07	8-14		
3-10	3-31		

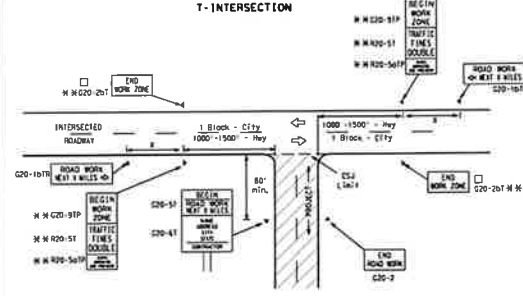
DISCIPLINE OF THIS STANDARD IS GOVERNED BY THE "TEST ENGINEERING PRACTICE ACT", NO PORTION OF ANY OF THIS STANDARD IS TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN PERMISSION OF THE BOARD OF ENGINEERING EXAMINERS.

**TYPICAL LOCATION OF CROSSROAD SIGNS**



- 22 may be mounted on back of "ROAD WORK AHEAD" (CW20-10) sign with approval of Engineer. (See note 2 below)
1. The typical minimum signing on a crossroad approach should be a "ROAD WORK AHEAD" (CW20-10) sign and a (CW20-11) "END ROAD WORK" sign, unless noted otherwise in plans.
  2. The Engineer may use the reduced size 36" x 36" ROAD WORK AHEAD (CW20-10) sign mounted back to back with the reduced size 36" x 18" END ROAD WORK (CW20-12) sign on low volume crossroads (see note 4 above) "Typical Construction Warning Sign Size and Spacing". See the "Standard Highway Sign Design for Texas" manual for sign details. The Engineer may omit the advance warning signs on low volume crossroads. The Engineer will determine whether a road is low volume as per MUTCD Part 5. This information shall be shown in the plans.
  3. Based on existing field conditions, the Engineer/Inspector may require additional signs such as FLASHER AHEAD, CROSSING AHEAD, or other appropriate signs. When additional signs are required, these signs will be considered part of the minimum requirements. The Engineer/Inspector will determine the proper location and spacing of any sign not shown on the BC sheets, Traffic Control Plan sheets or the Work Zone Standard Sheets.
  4. The "ROAD WORK NEXT 3 MILES" (CW20-11) sign will be required at high volume crossroads to advise motorists of the length of construction in either direction from the intersection. The Engineer will determine whether a roadway is considered high volume.
  5. Additional traffic control devices may be shown elsewhere in the plans for high volume crossroads.
  6. When work occurs in the intersection area, appropriate traffic control devices, as shown elsewhere in the plans or as determined by the Engineer/Inspector, shall be in place.

**T-INTERSECTION**



- CSJ LIMITS AT T-INTERSECTION**
1. The Engineer will determine the types and location of any additional traffic control devices, such as a flooper and accompanying signs, or other signs, that should be used when work is being performed at or near an intersection.
  2. If construction closes the road at a T-intersection, the Contractor shall place the "CONTRACTOR NAME" (CW20-81) sign behind the Type 3 Barricade for the road closure (see BC(1) sheet). The "ROAD WORK NEXT 3 MILES" (CW20-11) sign and "ROAD WORK AHEAD" (CW20-10) sign shall be replaced by the detour signing called for in the plans.

**TYPICAL CONSTRUCTION WARNING SIGN SIZE AND SPACING**

Sign Number or Series	SIZE		SPACING	
	Conventional Road	Expressway/Freeway	Posted Speed MPH	Sign Spacing Feet (ADDP# 1)
CW20-1	48" x 48"	48" x 48"	30	120
CW22			35	160
CW23			40	240
CW1, CW2, CW9, CW11, CW14	36" x 36"	48" x 48"	45	320
CW3, CW4, CW5, CW6, CW8-3, CW10, CW12			50	400
	48" x 48"	48" x 48"	55	500 <sup>2</sup>
			60	600 <sup>2</sup>
			70	800 <sup>2</sup>
			75	900 <sup>2</sup>
	80	1000 <sup>2</sup>		

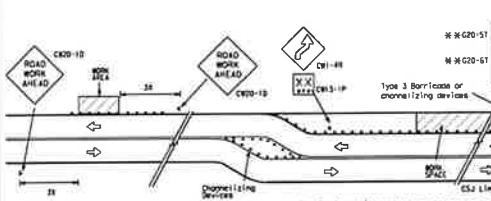
For typical sign spacings on divided highways, expressways and freeways, see Part 5 of the "Texas Manual on Uniform Traffic Control Devices" (TMUCD) typical application diagrams or TDP Standard Sheets.

Minimum distance from work area to first advance warning sign nearest the work area and/or distance between each additional sign.

**GENERAL NOTES**

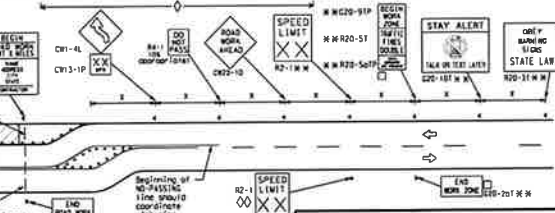
1. Smaller or larger size signs may be used as necessary.
2. Distance between signs should be increased as required to have 1500 feet advance warning.
3. Distance between signs should be increased as required to have 1/2 mile or more advance warning.
4. 36" x 36" "ROAD WORK AHEAD" (CW20-10) sign may be used on low volume crossroads at the discretion of the Engineer as per TMUCD Part 5. See Note 2 under "Typical Location of Crossroad Signs".
5. Only advance shaded warning sign sizes are indicated.
6. See sign size listing in "TMUCD", Sign Appendix or the "Standard Highway Sign Design for Texas" manual for complete list of available sign design sizes.

**WORK AREAS IN MULTIPLE LOCATIONS WITHIN CSJ LIMITS**



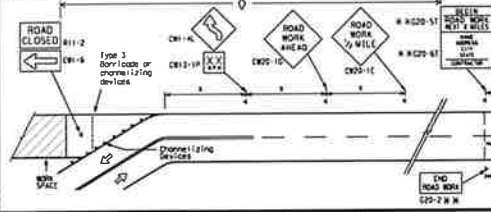
When extended distances occur between minimal work spaces, the Engineer/Inspector should ensure additional "ROAD WORK AHEAD" (CW20-10) signs are placed in advance of these work areas to remind drivers they are still within the project limits. See the applicable TDP sheets for exact location and spacing of signs and channelizing devices.

**SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING AT THE CSJ LIMITS**



Beginning of 45-MPH or 35-MPH speed limit line should coincide with sign location.

**SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING DOWNSTREAM OF THE CSJ LIMITS**



**NOTES**

- The Contractor shall determine the appropriate distance to be placed on the CW20-1 series signs and "BEGIN WORK ZONE NEXT 3 MILES" (CW20-20) signs for each specific project. This distance shall replace the "X" and shall be rounded to the nearest whole mile with the approval of the Engineer. No decimals shall be used.
- The "BEGIN WORK ZONE" (CW20-20) and "END WORK ZONE" (CW20-20) shall be used as shown on the sample layout when advance signs are required outside the CSJ limits. They inform the motorist of entering or leaving a part of the work zone lying outside the CSJ limits where traffic fines may double if work is present.
- CSJ limit signing is required for highway construction and maintenance work, with the exception of mobile operations.
- Contractor will install a regulatory speed limit sign at the end of the work zone.

**LEGEND**

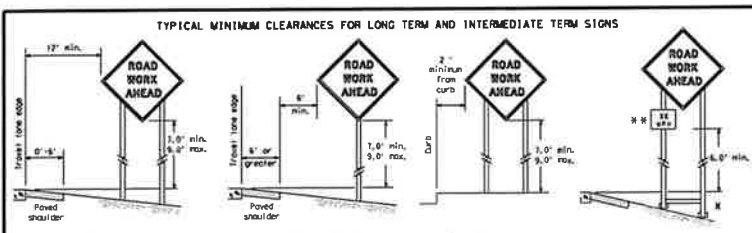
—	Type 3 Barricade
□ □ □ □	Channelizing Devices
▲	Sign
X	See Typical Construction Warning Sign Size and Spacing chart or the TMUCD for sign spacing requirements.

**BARRICADE AND CONSTRUCTION PROJECT LIMIT**

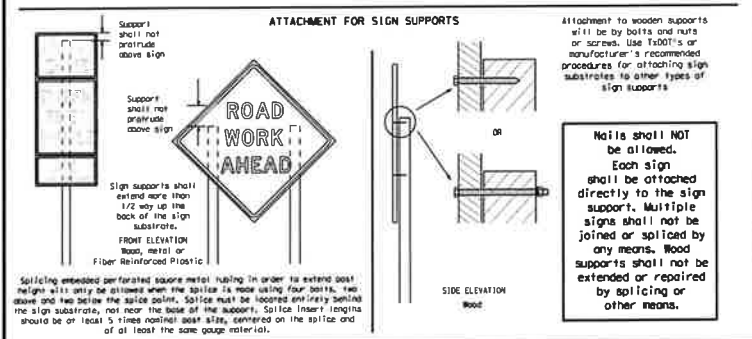
BC (2) - 21

DATE:	1-01 8-14
REVISION:	7-13 5-21

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X When placing sign supports on uneven ground, the leg post lengths must be adjusted so the sign covers straight and plumb. Objects shall not be placed under signs as a means of leveling.  
 X X When placing one device on multi-leg supports, they should be attached to the upright nearest the travel lane. Substantial splices (diagonal or distal) should not cover the surface of the post sign.



**GENERAL NOTES FOR WORK ZONE SIGNS**

- Contractor shall install and maintain signs in a straight and plumb condition and/or as directed by the Engineer.
- Wood sign posts shall be painted white.
- Signposts shall not be used as sign supports.
- All signs shall be installed in accordance with the plans or as directed by the Engineer. Signs shall be used to regulate, warn, and guide the traveling public safely through the work zone.
- The Contractor may furnish either the sign design shown in the plans or in the "Standard Highway Sign Design for Texas" (SHSD). The Engineer/Inspector may require the Contractor to furnish other work zone signs that are shown in the TMCD but may not have been defined from the plans. Any variation in the plans shall be documented by written agreement between the Engineer and the Contractor's Responsible Person. All changes must be documented in writing before being implemented. This can include documenting the changes in the Inspector's field diary and having both the Inspector and Contractor initial and date the signed change orders.
- The Contractor shall furnish sign supports listed in the "Compliant Work Zone Traffic Control Device List" (CWZTCL) for most roadwork signs. Supports for temporary large roadwork signs shall meet the requirements detailed on the Temporary Large Roadwork Signs (TLRS) standard sheets. The Contractor shall install the sign supports in accordance with the manufacturer's recommendations. If there is a question regarding installation procedures, the Contractor shall furnish the Engineer a copy of the manufacturer's installation recommendations so the Engineer can verify the correct procedure are being followed.
- The Contractor is responsible for installing signs on approved supports and relocating signs with damaged or cracked substrates and/or damaged or marred reflective sheeting as directed by the Engineer/Inspector.
- Identification marks may be shown only on the back of the sign substrate. The maximum height of letters and/or company logos used for identification shall be 1 inch.
- The Contractor shall replace damaged wood posts. New or damaged wood sign posts shall not be spliced.

**QUALITY OF SIGN SUPPORTS**

- The types of sign supports, sign mounting height, the size of signs, and the type of sign substrates can vary based on the type of work being performed. The Engineer is responsible for selecting the appropriate size sign for the type of work being performed. The Contractor is responsible for ensuring the sign support, sign mounting height and substrate meets manufacturer's recommendations in regard to crosswind resistance and duration of work requirements.
- Long-term stationary - work that occupies a location more than 3 days, or nighttime work lasting more than one hour.
- Intermediate-term stationary - work that occupies a location for more than one daylight period up to 3 days, or nighttime work lasting more than one hour.
- Short-term stationary - daytime work that occupies a location for more than 1 hour in a single daylight period.
- Short, duration - work that occupies a location up to 1 hour.
- Mobile - work that moves continuously or intermittently (stopping for up to approximately 15 minutes.)

**SIGN MOUNTING HEIGHT**

- The bottom of long-term/intermediate-term signs shall be at least 7 feet, but not more than 9 feet, above the paved surface, except as shown for supplementary plaques mounted below other signs.
- The bottom of short-term/signage shall be a minimum of 1 foot above the pavement surface but no more than 2 feet above the ground.
- Intermediate-term signs may be used in lieu of short-term/signage.
- Short-term/signage shall be used only during daylight and shall be removed at the end of the workday or raised to maintain line-of-sight/intermittent sign height.
- Regulatory signs shall be mounted at least 7 feet, but not more than 9 feet, above the paved surface regardless of work duration.

**SIZE OF SIGNS**

- The Contractor shall furnish the sign sizes shown on BC (2) unless otherwise shown in the plans or as directed by the Engineer.
- The Contractor shall ensure the sign substrate is installed in accordance with the manufacturer's recommendations for the type of sign support that is being used. The CWZTCL lists sign substrates that can be used on the different types and models of sign supports.
- "Mesh" type materials are not an approved sign substrate, regardless of the thickness of the mesh.
- All wooden individual sign panels fabricated from 2 or more pieces shall have one or more plywood sheets, 1/2" thick by 6" wide, fastened to the back of the sign and extending fully across the sign. The sheet shall be attached to the back of the sign using wood screws that do not penetrate the face of the sign panel. The screws shall be placed on both sides of the splice and spaced at 8" centers. The Engineer may approve other methods of splicing the sign face.

**REFLECTIVE SHEETING**

- All signs shall be retroreflective and constructed of sheeting meeting the color and retro-reflectivity requirements of OAS-8300 for night signs or OAS-8310 for retro signs. The web address for OAS specifications is shown on BC(1).
- While sheeting, meeting the requirements of OAS-8300 Type A, shall be used for signs with a white background.
- Orange sheeting, meeting the requirements of OAS-8300 Type B<sub>1</sub> or Type C<sub>1</sub>, shall be used for night signs with orange backgrounds.

**SIGN LETTERS**

- All sign letters and numbers shall be clear, and open rounded type uppercase letters as approved by the Federal Highway Administration (FHWA) and as published in the "Standard Highway Sign Design for Texas" Manual. Signs, letters and numbers shall be of first class workmanship in accordance with Department Standards and Specifications.
- When sign messages may be confusing or do not apply, the signs shall be removed or completely covered.
- Long-term stationary or intermediate stationary signs installed on square metal tubing may be turned only from traffic to address when the sign message is not applicable. This technique may not be used for signs installed in the median of divided highways or near any intersections where the sign may be seen from approaching traffic.
- Signs installed on wooden stakes shall not be turned at 90 degree angles to the roadway. These signs should be removed or completely covered when not required.
- When signs are covered, the material used shall be opaque, such as heavy mil black plastic, or other materials which will cover the entire sign face and maintain their opaque properties under automobile headlights at night, without damaging the sign sheeting.
- Staple shall not be used to cover signs.
- Duct tape or other adhesive material shall not be affixed to a sign face.
- Signs and other stakes shall be removed and nails backfilled upon completion of work.

**REMOVING OR COVERING**

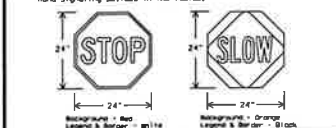
- When sign supports require the use of weights to keep from turning over, the use of sandbags with dry, compressed sand shall be used.
- The sandbags will be fastened to the sand from splicing and to maintain a constant weight.
- Rock, concrete, iron, steel or other solid objects shall not be permitted for use as sign support weights of 35 lbs and a maximum of 50 lbs.
- Sandbags shall be made of a durable material that tears upon wetting impact. Rubber (such as tire inner tubes) shall not be used.
- Numbered bolts designed for channelizing devices should not be used for placement on portable sign supports. Sign supports designed and manufactured with rubber bases may be used when shown on the CWZTCL list.
- Sandbags shall only be placed on top or full over the base supports of the traffic control device and shall not be suspended above ground level or hung with ropes, wires, chains or other hardware. Sandbags shall be placed along the length of the stakes to weigh down the sign support.
- Sandbags shall not be placed under the stake and shall not be used to level sign supports placed on stakes.

**PLACEMENT OF SIGNS**

- Flags may be used to draw attention to warning signs. When used, the flag shall be 16 inches square or larger and shall be orange or fluorescent. Rearrange in color. Flags shall not be allowed to cover any portion of the sign face.

**STOP/SLOW PADDLES**

- STOP/SLOW paddles are the primary method to control traffic by flaggers. The STOP/SLOW paddle size should be 24" x 24".
- STOP/SLOW paddles shall be manufactured when used at night.
- STOP/SLOW paddles may be attached to a staff with a minimum length of 5' to the bottom of the sign.
- Any flags incorporated into the STOP or SLOW paddle faces shall only be as specifically described in Section 66.03 Hand Signaling Devices in the TMCD.



SHEETING REQUIREMENTS (WHEN USED AT NIGHT)		
USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	RED	TYPE B OR C SHEETING
BACKGROUND	ORANGE	TYPE B <sub>1</sub> OR C <sub>1</sub> SHEETING
LEGEND & BORDER	WHITE	TYPE B OR C SHEETING
LEGEND & BORDER	BLACK	ACRYLIC NON-REFLECTIVE FILM

**CONTRACTOR REQUIREMENTS FOR MAINTAINING PERMANENT SIGNS WITHIN THE PROJECT LIMITS**

- Permanent signs are used to give notice of traffic laws or regulations, call attention to conditions that are potentially hazardous to traffic operations, show route designations, destinations, directions, specific mileage (1000), or cultural information. Drivers proceeding through a work zone need the same, if not better route guidance as normally installed on a roadway without construction.
- When permanent signs are removed or covered, the permanent sign message matches the roadway condition. For details for covering large guide signs see the 15-CD standard.
- When existing permanent signs are moved and relocated due to construction activities, they shall be visible to motorists at all times.
- If existing signs are to be replaced on their original supports, they shall be installed on emergency bases as shown on the SMI Standard sheets. The signs shall meet the required mounting heights shown on the BC Sheets or the SMI Standards. This work should be paid for under the appropriate pay item for relocating existing signs.
- When signs are to be removed and relocated using temporary supports, the Contractor shall use emergency supports as shown on the BC Standard sheets, TMS Standard sheets or the CWZTCL list. The signs shall meet the required mounting heights shown on the BC or the SMI Standard sheets during construction. This work should be paid for under the appropriate pay item for relocating existing signs.
- Any sign or traffic control device that is struck or damaged by the Contractor or other construction equipment shall be replaced as soon as possible by the Contractor to ensure proper guidance for the motorists. This will be subsidiary to Item 502.

SHEET 4 OF 12

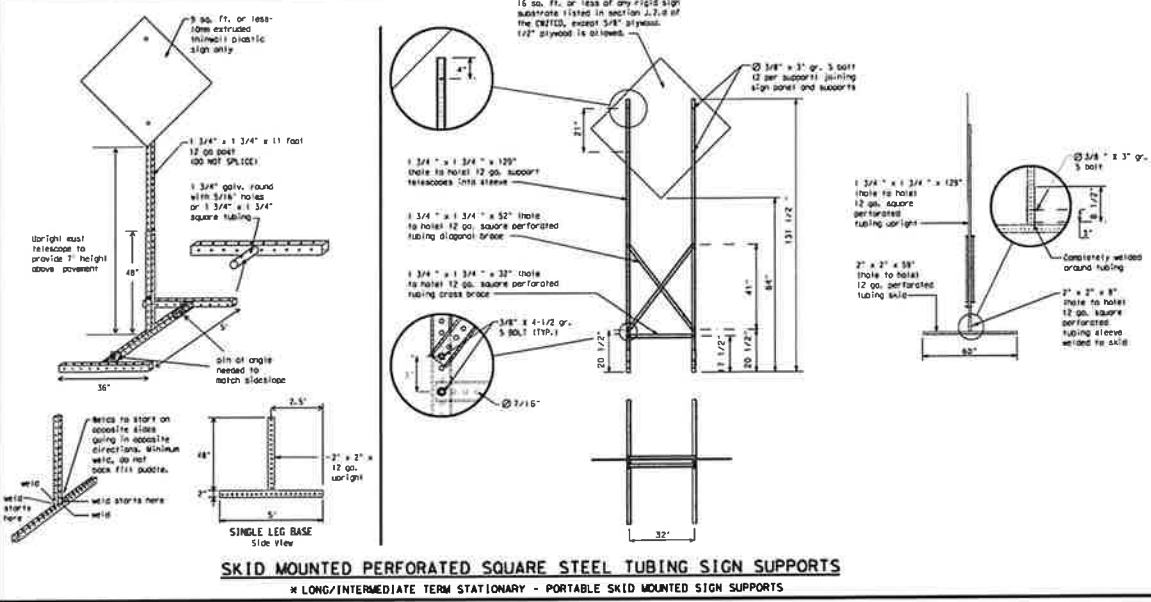
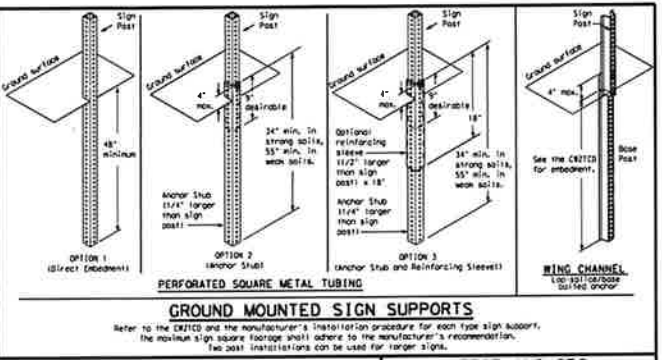
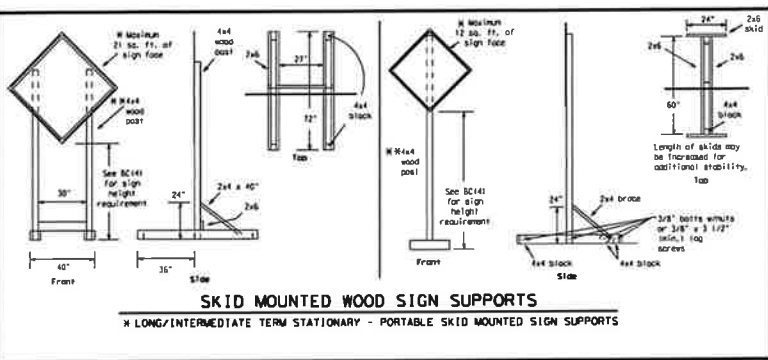
Traffic Safety Division Standard

**BARRICADE AND CONSTRUCTION TEMPORARY SIGN NOTES**

**BC (4) - 21**

DATE: 5-07-81  
 FILE: 7-13

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**WEDGE ANCHORS**  
 Both steel and plastic Wedge Anchor Systems as shown on the S&B Standard Sheets may be used as temporary sign supports for signs up to 10 square feet or sign face. They may be set in concrete or in sturdy walls if approved by the Engineer. Use web address for "Traffic Engineering Standard Sheets" on BE111.

**OTHER DESIGNS**  
 MORE DETAILS OF APPROVED LONG/INTERMEDIATE AND SHORT TERM SUPPORTS CAN BE FOUND ON THE CR270 LIST. SEE BE111 FOR WEBSITE LOCATION.

**GENERAL NOTES**

1. Posts may be used in the assembly of wooden sign supports, but 3/8" bolts with nuts or 3/8" x 3 1/2" lag screws must be used on every joint for final connection.
2. No more than 2 sign posts shall be placed within a 7 ft. circle, except for specific materials noted on the CR270 List.
3. When project is completed, all sign supports and foundations shall be removed from the project site. This will be considered subsidiary to Item 502.

\* See BE141 for definition of "Work Duration."  
 \* \* Road sign posts MUST be one piece. Slicing will NOT be allowed. Posts shall be painted white.

See the CR270 for the type of sign substrate that can be used for each approved sign support.

SHEET 5 OF 12

Texas Department of Transportation  
 Traffic Safety Division  
 Standard

**BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT**

**BC (5) - 21**

DATE: 5-21	REV: 5-21	DESIGN: 5-21	CHECK: 5-21

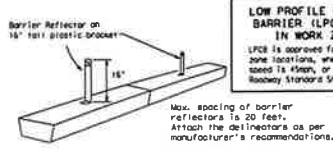
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- Barrier Reflectors shall be pre-qualified, and conform to the color and reflectivity requirements of MGS-8660. A list of prequalified Barrier Reflectors can be found at the Material Producer List web address shown on BC(1).
- Color of Barrier Reflectors shall be as specified in the MUTCD. The color of the reflectors shall be considered subsidiary to Item 512.



CONCRETE TRAFFIC BARRIER (CTB)

- Where traffic is on one side of the CTB, two (2) Barrier Reflectors shall be mounted in approximately the midsection of each section of CTB. An alternate mounting location is uniformly spaced at one end of each CTB. This will allow for attachment of a barrier or plastic without changing the reflector. The Barrier Reflector mounted on the side of the CTB shall be located directly below the reflector mounted on top of the barrier, as shown in the detail above.
- Where CTB separates two-way traffic, three barrier reflectors shall be mounted on each section of CTB. The reflector unit on top shall have two yellow reflective faces. All directional white reflectors on each side of the barrier shall have one yellow reflective face, as shown in the detail above.
- When CTB separates traffic traveling in the same direction, no barrier reflectors will be required on top of the CTB.
- Barrier Reflector units shall be yellow or white in color to match the edge line being supplemented.
- Maximum spacing of Barrier Reflectors is forty (40) feet.
- Placement markers or temporary flexible reflective roadway marker tabs shall NOT be used on CTB delineation.
- Alignment of Barrier Reflectors to CTB shall be per manufacturer's recommendations.
- Outdated or damaged Barrier Reflectors shall be replaced as directed by the Engineer.
- Single slope barriers shall be delineated as shown in the above detail.



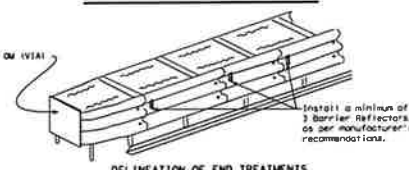
LOW PROFILE CONCRETE BARRIER (LPCB)

**LOW PROFILE CONCRETE BARRIER (LPCB) USED IN WORK ZONES**

LPCB is approved for use in work zone locations, where the posted speed is 45mph, or less. See Roadway Standard Sheet LPCS.

**END TREATMENTS FOR CTB'S USED IN WORK ZONES**

End treatments used on CTB's in work zones shall meet the appropriate crashworthy standards as defined in the Manual for Assessing Safety Hardware (MASH). Refer to the CRDTC List for approved end treatments and manufacturers.



**BARRIER REFLECTORS FOR CONCRETE TRAFFIC BARRIER AND ATTENUATORS**

**WARNING LIGHTS**

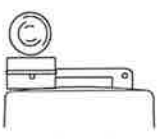
- Warning lights shall meet the requirements of the MUTCD.
- Warning lights shall NOT be installed on barricades.
- Type A Low Intensity Flashing Warning Lights are commonly used with drums. They are intended to warn of work in a potentially hazardous area. Their use shall be as indicated on data sheet and/or other sheets of the signs by the designation "FL". The Type A Warning Lights shall not be used with signs manufactured with Type B<sub>1</sub> or C<sub>1</sub> Sheeting meeting the requirements of Departmental material specification MGS-8300.
- Type C and Type D Steady Burn Warning Lights are intended to be used in a series for delineation to supplement other traffic control devices. Their use shall be as indicated on data sheet and/or other sheets of the signs by the designation "SB".
- The Engineer/Inspector or the sign shall specify the location and type of warning lights to be installed on the traffic control device.
- When required by the Engineer, the Contractor shall furnish a copy of the warning lights certification. The warning light manufacturer will certify the warning lights meet the requirements of the latest ITI Purchase Specifications for Flashing and Steady-Burn Warning Lights.
- When used to delineate curves, Type C and Type D Steady Burn Lights should only be placed on the outside of the curve, not the inside.
- The location of warning lights and warning reflectors on drums shall be as shown elsewhere in the plans.

**WARNING LIGHTS MOUNTED ON PLASTIC DRUMS**

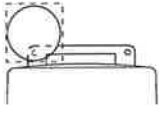
- Type A flashing warning lights are intended to warn drivers that they are approaching or are in a potentially hazardous area.
- Type A random flashing warning lights are not intended for delineation and shall not be used in a series.
- A series of sequential flashing warning lights placed on channelizing devices to form a merging taper may be used for delineation. If used, the successive flashing of the sequential warning lights should occur from the beginning of the taper to the end of the merging taper in order to identify the desired vehicle path. The rate of flashing for each light shall be 65 flashes per minute, plus or minus 10 flashes.
- Type C and D Steady-Burn warning lights are intended to be used in a series to delineate the edge of the travel lane on detours, on lane closures, on lane closures, and on other similar conditions.
- Type A, Type C and Type D warning lights shall be installed on locations as defined on other sheets in the plans.
- Warning lights shall not be installed on a drum that has a sign, chevron or vertical panel.
- The maximum spacing for warning lights on drums should be identical to the channelizing device spacing.

**WARNING REFLECTORS MOUNTED ON PLASTIC DRUMS AS A SUBSTITUTE FOR TYPE C (STEADY BURN) WARNING LIGHTS**

- A warning reflector or approved substitute may be mounted on a plastic drum as a substitute for a Type C, steady burn warning light at the discretion of the Contractor unless otherwise noted in the plans.
- The warning reflector shall be yellow in color and shall be manufactured using a sign substrate approved for use with plastic drums listed on the CRDTC.
- The warning reflector shall have a minimum retroreflective surface area (measured at 30 square inches).
- Round reflectors shall be fully reflectorized, including the area where attached to the drum.
- Square substrates shall have a minimum of 30 square inches of reflectorized sheeting. They do not have to be reflectorized where it attaches to the drum.
- The side of the warning reflector facing approaching traffic shall have sheeting meeting the color and retroreflectivity requirements for MGS-8300-Type B or Type C.
- When used near two-way traffic, both sides of the warning reflector shall be reflectorized.
- The warning reflector should be mounted on the side of the drum nearest approaching traffic.
- The maximum spacing for warning reflectors should be identical to the channelizing device spacing requirements.



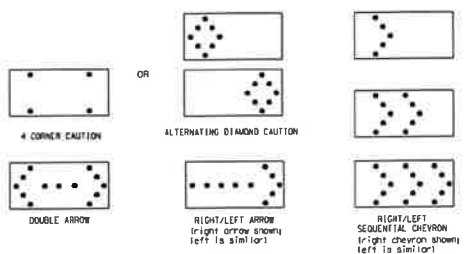
Type C Warning Light or approved substitute mounted on a drum adjacent to the travel way.



Warning reflector may be round or square but have a yellow reflective surface area of at least 30 square inches.

Arrow boards may be located behind channelizing devices in place for a shoulder taper or merging taper, otherwise they shall be delineated with four (4) channelizing devices placed perpendicular to traffic on the upstream side of traffic.

- The Flashing Arrow Board should be used for all lane closures on multi-lane roadways, or slow moving maintenance or construction activities on the travel lanes.
- Flashing Arrow Boards shall not be used on two-lane, two-way roadways, detours, diversions or work on shoulders unless the "CAUTION" display (see detail below) is used.
- The Engineer/Inspector shall choose all appropriate signs, barricades and/or other traffic control devices that should be used in conjunction with the Flashing Arrow Board.
- The Flashing Arrow Board should be able to display the following symbols:



- The "CAUTION" display consists of four corner lens flashing simultaneously, or the Alternating Diamond Caution mode as shown.
- The straight line caution display is NOT ALLOWED.
- The Flashing Arrow Board shall be capable of minimum 30 percent dimming from rated lamp voltage.
- The flashing rate of the lamp shall not be less than 25 nor more than 40 flashes per minute.
- Minimum lamp "on time" shall be approximately 50 percent for the flashing arrow and equal intervals of 20 percent for each sequential phase of the flashing chevron.
- The sequential arrow display is NOT ALLOWED.
- The flashing arrow display is the FAST flashing; however, the sequential chevron display may be used during daylight operations.
- The Flashing Arrow Board shall be mounted on a vehicle, trailer or other suitable support.
- A flashing arrow board shall NOT BE USED IN TRAFFIC WITH TRAFFIC.
- A full matrix LED may be used to simulate a flashing arrow board provided it meets visibility, flash rate and timing requirements on this sheet for the lane size arrow.
- Minimum mounting height of trailer mounted Arrow Boards should be 7 feet from roadway to bottom of sign.

REQUIREMENTS		
TYPE	MINIMUM SIZE	MINIMUM NUMBER OF PANEL LAMPS
A	30 x 60	13
C	48 x 96	15

**ATTENTION**  
Flashing Arrow Boards shall be equipped with automatic dimming devices.

WHEN NOT IN USE, REMOVE THE ARROW BOARD FROM THE RIGHT-OF-WAY OR PLACE THE ARROW BOARD BEHIND CONCRETE TRAFFIC BARRIER OR GUARDRAIL.

**FLASHING ARROW BOARDS**

SHEET 7 OF 12

**TRUCK-MOUNTED ATTENUATORS**

- Truck-mounted attenuators (TMAs) used on TxDOT facilities must meet the requirements outlined in the Manual for Assessing Safety Hardware (MASH).
- Refer to the CRDTC for the requirements of Level 2 or Level 3 TMAs.
- Refer to the CRDTC for a list of approved TMAs.
- TMAs are required on freeways unless otherwise noted in the plans.
- A TMA should be used anytime that it can be positioned 30 to 100 feet in advance of the area of work exposure without adversely affecting the work performance.
- The only reason a TMA should not be required is when a work area is bypassed down the roadway and the work crew is an extended distance from the TMA.



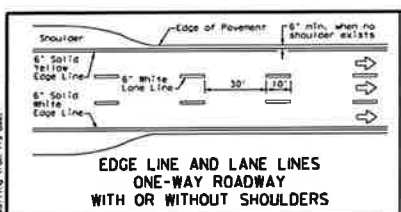
**BARRICADE AND CONSTRUCTION ARROW PANEL, REFLECTORS, WARNING LIGHTS & ATTENUATOR**

**BC (7) - 21**

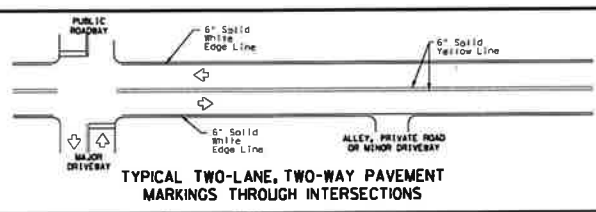
REV	DATE	DESCRIPTION	BY	CHECKED
1	9-07-81	ISSUED		
2	7-12-82	REVISED		

CLASS

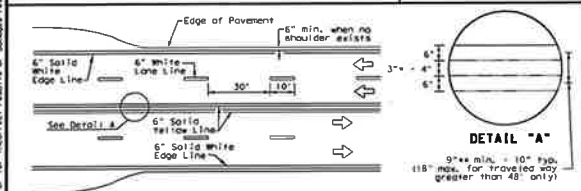
DISCLAIMER: This document is provided by the Texas Department of Transportation (TxDOT) as a public information resource. It is not intended to constitute an offer of insurance or any other financial product. The information contained herein is for informational purposes only and should not be used as a basis for any investment decision. TxDOT makes no representation or warranty, express or implied, regarding the accuracy, completeness, or reliability of the information provided.



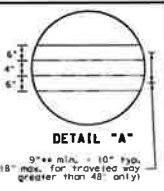
**EDGE LINE AND LANE LINES ONE-WAY ROADWAY WITH OR WITHOUT SHOULDERS**



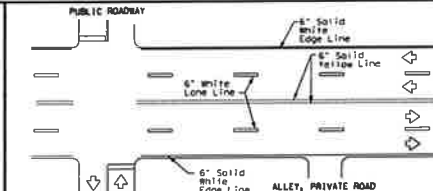
**TYPICAL TWO-LANE, TWO-WAY PAVEMENT MARKINGS THROUGH INTERSECTIONS**



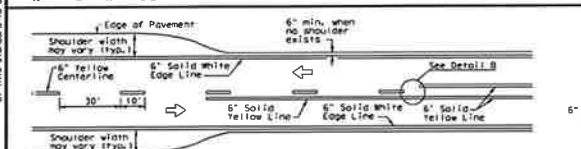
**CENTERLINE AND LANE LINES FOUR LANE TWO-WAY ROADWAY WITH OR WITHOUT SHOULDERS**



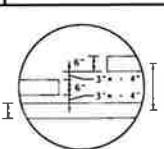
**DETAIL "A"**



**TYPICAL MULTI-LANE, TWO-WAY PAVEMENT MARKINGS THROUGH INTERSECTIONS**

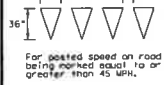


**TWO LANE TWO-WAY ROADWAY WITH OR WITHOUT SHOULDERS**

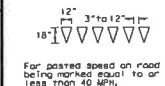


**DETAIL "B"**

18" min. - 30" max.  
 18" minimum for restripe projects when approved by the Engineer.



**YIELD LINES**



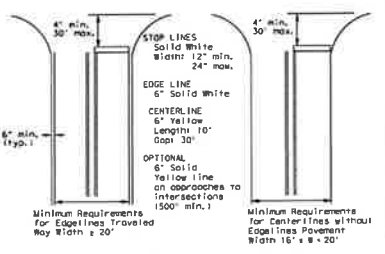
For posted speed on road being marked equal to or less than 40 MPH.

**GENERAL NOTES**

- Edge line striping shall be as shown in the plans or as directed by the Engineer. The edge line should not be placed less than 6 inches from the edge of pavement. This distance may vary due to pavement leveling or other conditions. Edge lines are not required in curb and gutter sections of roadways.
- The traveled way includes only that portion of the roadway used for vehicular travel. It does not include the parking lanes, sidewalks, berms and shoulders. The traveled ways shall be measured from the center of edge line to the center of edge line of a two lane roadway.

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPoxy AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



NOTE: Traveled way is exclusive of shoulder widths. Refer to General Note 2 for additional details.

**GUIDE FOR PLACEMENT OF STOP LINES, EDGE LINE & CENTERLINE**  
Based on Traveled Way and Pavement Widths for Undivided Roadways

**NOTES**

- Where divided highways are separated by median widths at the median opening itself of 30 feet or more, median openings shall be signed as two separate intersections. Each median opening has two width measurements, with one measurement for each approach. The narrow median width will be the controlling width to determine if signs are required. Yield signs are the typical intersection control. Stop signs and stop bars are optional as determined by the Engineer.
- Install median striping (double yellow centerlines and stop lines/yield lines) when a 30' or greater median centerline can be placed. Stop lines shall only be used with stop signs. Yield lines shall only be used with yield signs.
- Length of turn bays, including taper, deceleration, and storage lengths shall be as shown on the plans or as directed by the Engineer.



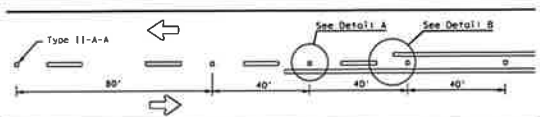
**TYPICAL STANDARD PAVEMENT MARKINGS**

**PM(1)-22**

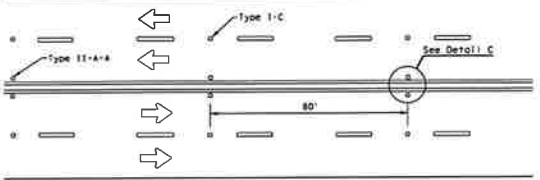
DATE:	REV:	BY:	CHK:

## REFLECTIVE RAISED PAVEMENT MARKERS FOR VEHICLE POSITIONING GUIDANCE

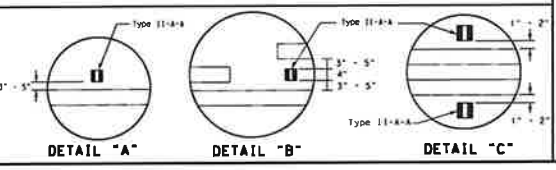
DISCLAIMER: THIS SYSTEM IS DESIGNED BY THE TEXAS ENGINEERING PROFESSION. THE DEPARTMENT OF TRANSPORTATION IS NOT RESPONSIBLE FOR ANY DAMAGE TO PROPERTY OR PERSONS RESULTING FROM THE USE OF THIS SYSTEM.



**CENTERLINE FOR ALL TWO LANE TWO-WAY ROADWAYS**



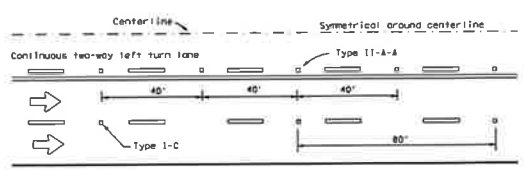
**CENTERLINE & LANE LINES  
FOR FOUR LANE TWO-WAY ROADWAYS**



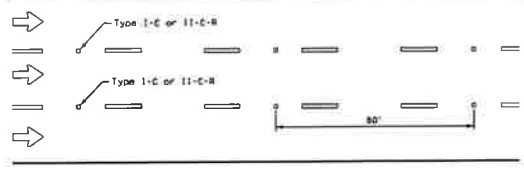
**DETAIL "A"**

**DETAIL "B"**

**DETAIL "C"**



**CENTERLINE AND LANE LINES FOR TWO-WAY LEFT TURN LANE**

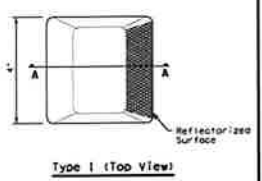


**LANE LINES FOR ONE-WAY ROADWAY (NON-FREEWAY FACILITIES)**

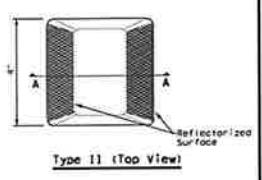
Raised pavement markers Type II-C-R shall have clear face toward normal traffic and red face toward wrong-way traffic.  
See Note 3.

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPoxy AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

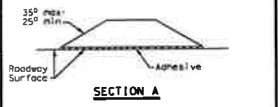
All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



**Type I (Top View)**



**Type II (Top View)**

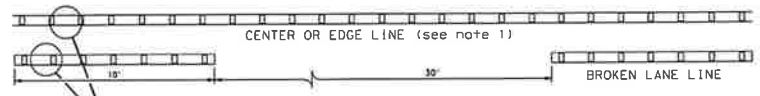


**SECTION A**

**RAISED PAVEMENT MARKERS**

**GENERAL NOTES**

- All raised pavement markers placed along broken lines shall be placed in line with and midway between the stripes.
- On concrete pavements, the raised pavement markers should be placed to one side of the longitudinal joints.
- Use raised pavement marker Type I-C with undivided roadways, flush medians, and two way left turn lanes. Use raised pavement marker Type II-C-R with divided highways and raised medians.



**REFLECTORIZED PROFILE  
PATTERN DETAIL**

USING REFLECTIVE PROFILE PAVEMENT MARKINGS

6" EDGE LINE, 6" CENTERLINE  
OR 6" LANE LINE

**NOTES**

- Edge lines should typically be 6" wide and the materials shall be specified in the plans.
- Profile markings shall not be placed on roadways with a posted speed limit of 45 MPH or less.

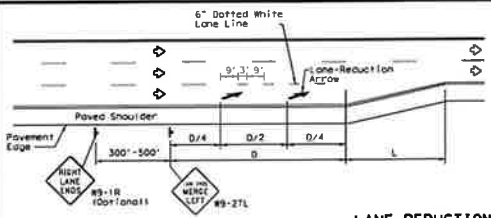
Texas Department of Transportation  
Traffic Safety Database Standard

**POSITION GUIDANCE USING  
RAISED MARKERS  
REFLECTORIZED PROFILE  
MARKINGS  
PM(2) - 22**

DATE	BY	CHKD	APP'D	REV	DESCRIPTION

DATE: \_\_\_\_\_ FILE: \_\_\_\_\_

Specifications of this standard is governed by the "Traffic Engineering Practice Act". No warranty of any kind is made by TxDOT for any use of this standard other than that intended by the Department of Transportation.



- NOTES**
- Lane reduction pavement markings are used where the number of through lanes is reduced because of narrowing of the roadway or because of a section of one-way parking in what would otherwise be a through lane. For Texas Super 2 Passing Lanes, see TSD-041 standard sheets.
  - On divided highways, an additional RIGHT LANE ENDS (W-1R) sign may be installed in the median aligned with the W-1R sign on the right side of the highway.
  - Lane reduction signs are required for speeds of 45 mph or greater. An optional third lane reduction arrow may be added based on engineering judgement. If used, the optional third lane reduction arrow should be centered between the first and last lane reduction arrows.
  - For lane reductions on Freeways and Expressways, signing shall conform to the 1000 Freeway Signing Handbook.

Posted Speed	D (ft)	L (ft)
30 MPH	460	85
35 MPH	565	60
40 MPH	670	60
45 MPH	775	60
50 MPH	885	60
55 MPH	990	60
60 MPH	1,100	60
65 MPH	1,200	60
70 MPH	1,250	60
75 MPH	1,350	60

- GENERAL NOTES**
- Lane use word and arrow markings shall be used where through lanes approaching an intersection become mandatory turn lanes. Lane use word and arrow markings should be used in auxiliary lanes of substantial length. Lane use arrow markings or word and arrow markings may be used in other lanes and turn bays for emphasis. Details for words and arrows are as shown in the Standard Highway Sign Designs for Texas.
  - When lane use words and arrow markings are used, two sets of arrows should be used if the length of the bay is greater than 180 feet. When a single lane use arrow or word and arrow marking is used for a short turn lane, it should be located at or near the upstream end of the full-width turn lane.
  - Use raised pavement marker Type I-C with undivided highways, flush medians and two way left turn lanes. Use raised pavement marker Type II-C-R with divided highways and raised medians.
  - Length of turn bays, including tapers, deceleration and storage lengths shall be as shown on the plans or as directed by the Engineer. See Chapter 3 of the Roadway Design Manual for additional information on turning lanes or storage lengths.

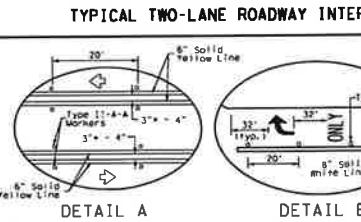
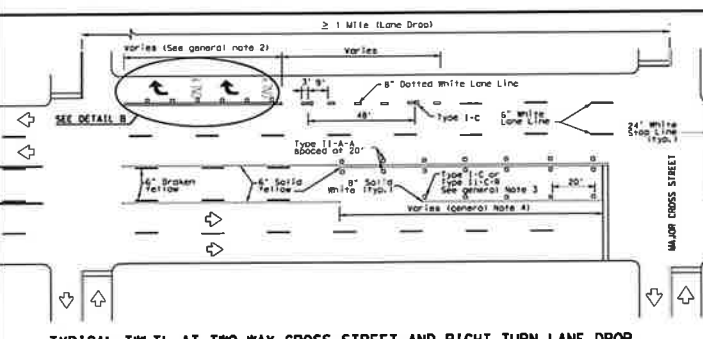
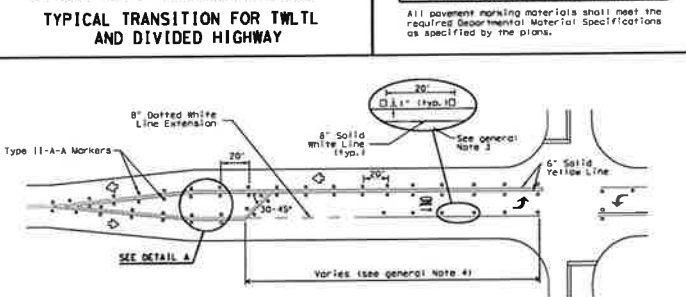
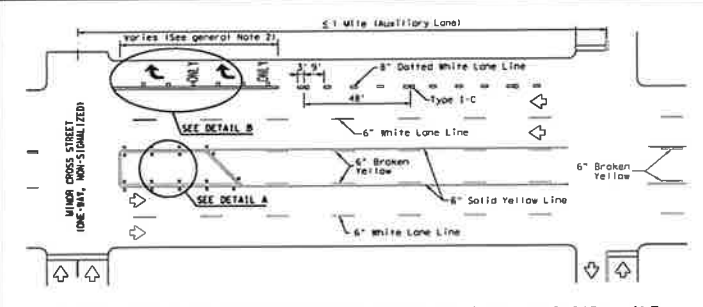
**MATERIAL SPECIFICATIONS**

PAYMENT MARKERS (REFLECTORIZED)	DMS-4200
EPXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAYMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAYMENT MARKERS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



A two-way left-turn (TWLTL) lane use arrow pavement marking should be used at or just downstream from the beginning of a two-way left-turn lane within a corridor. Repeating the marking after each intersection or designated turn bay is not required unless stated elsewhere in the plans.



**TWO-WAY LEFT TURN LANES, RURAL LEFT TURN BAYS, AND LANE REDUCTION PAVEMENT MARKINGS**

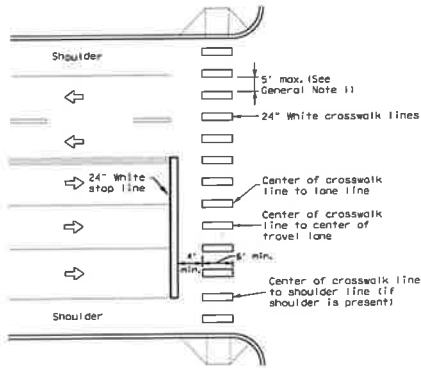
**PM(3) - 22**

Texas Department of Transportation  
 Traffic Safety Division  
 Standard

DATE	BY	REVISION

\* 2' minimum allowed for restripe projects when approved by the Engineer.

Specifications of this proposal is governed by the "Texas (Advanced Practice Act)". No warranty of any kind is made by T&E for any use other than that intended. T&E shall not be responsible for any errors or omissions in this proposal. The user of this proposal shall be responsible for any errors or omissions in this proposal.



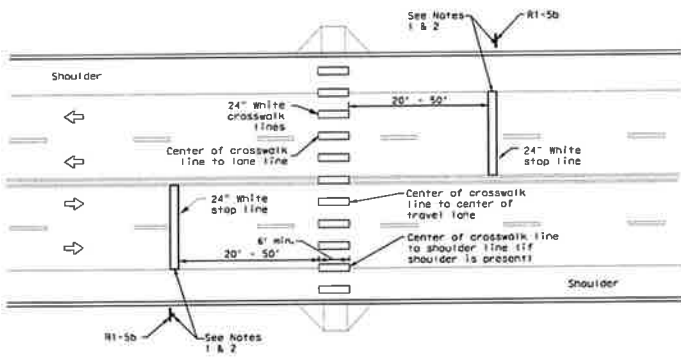
**HIGH-VISIBILITY LONGITUDINAL CROSSWALK AT CONTROLLED APPROACH**

**GENERAL NOTES**

1. Longitudinal crosswalk lines should not be placed in the wheel path of vehicles. Center the crosswalk lines on travel lanes, lane lines, and shoulder lines (if present).
2. A minimum 6' clear distance shall be provided to the curb face. If the last crosswalk line falls into this distance it must be omitted.
3. For divided roadways, adjustments in spacing of the crosswalk lines should be made in the median so that the crosswalk lines are maintained in their proper location across the travel portion of the roadway.
4. At skewed crosswalks, the crosswalk lines are to remain parallel to the lane lines.
5. Each crosswalk shall be a minimum of 6' wide.
6. The high-visibility longitudinal crosswalk is the preferred crosswalk pattern on State Highways. Other crosswalk patterns as shown in the "Texas Manual on Uniform Traffic Control Devices" may be used. All crosswalk designs and dimensions shall comply with the "Texas Manual on Uniform Traffic Control Devices."
7. Final placement of Stop Bar and Crosswalk shall be approved by the Engineer in the field.

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



**UNSIGNALIZED MIDBLOCK HIGH-VISIBILITY LONGITUDINAL CROSSWALK**

**NOTES:**

1. Use stop bars with Stop Here for Pedestrians (R1-5b) signs at unsignalized midblock crosswalks.
2. Use stop bars with STOP HERE ON RED (R10-6 or R10-6a) signs at midblock crosswalks controlled by traffic signals or pedestrian hybrid beacons.

Traffic Safety Division Standard

CROSSWALK PAVEMENT MARKINGS

PM(4) - 22A

DATE:	DRAWN BY:	CHECKED BY:	DATE:	SCALE:

CA 10